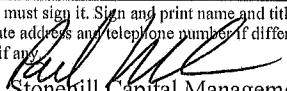


**Exhibit A-16**

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Name of Debtor Against Which Claim is Held CES Aviation V LLC	Case No. of Debtor 08-13906		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Stonehill Offshore Partners Limited c/o Stonehill Capital Management LLC 885 Third Avenue, 30th Floor New York, NY 10022 Attn: Paul D. Malek, Esq.  Telephone number: 212-739-7474      Email Address: pmalek@stonehillcap.com		<input checked="" type="checkbox"/> Check this box to indicate that this claim supersedes a previously filed claim.  <b>Court Claim Number:</b> 19913 (If known)  <b>Filed on:</b> 09/21/2009	
Name and address where payment should be sent (if different from above)  Telephone number:      Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed:</b> \$ 86,659,892.26 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* <b>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</b> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is based on a Derivative Contract or Guarantee.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  <b>Amount entitled to priority:</b>  \$ _____	
<b>2. Basis for Claim:</b> Prime brokerage agreement (see attachment) (See instruction #2 on reverse side.)		<b>FOR COURT USE ONLY</b>	
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)			
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ <b>Amount of Secured Claim:</b> \$ _____ <b>Amount Unsecured:</b> \$ _____			
<b>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9):</b> \$ _____ (See instruction #6 on reverse side.)			
<b>7. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>8. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain:			
<b>Date:</b> 7/29/14	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Paul Malek, General Counsel, Stonehill Capital Management LLC		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

### Items to be completed in Proof of Claim form

#### Name of Debtor, and Case Number:

YOU MUST INDICATE THE SPECIFIC DEBTOR AGAINST WHICH YOUR CLAIM IS ASSERTED, INCLUDING THE THE NAME OF THE DEBTOR AND THE RELATED CASE NUMBER (DEBTORS AND CASE NUMBERS LISTED BELOW), IN THE SPACE ALLOTTED AT THE TOP OF THE CLAIM FORM.

08-13555	Lehman Brothers Holdings Inc.	08-13905	CES Aviation LLC
08-13600	LB 745 LLC	08-13906	CES Aviation V LLC
08-13885	Lehman Brothers Commodity Services Inc.	08-13907	CES Aviation IX LLC
08-13888	Lehman Brothers Special Financing Inc.	08-13908	East Dover Limited
08-13893	Lehman Brothers OTC Derivatives Inc.	09-10108	Luxembourg Residential Properties Loan Finance S.a.r.l.
08-13899	Lehman Brothers Derivative Products Inc.	09-10137	BNC Mortgage LLC
08-13900	Lehman Commercial Paper Inc.	09-10558	Structured Asset Securities Corporation
08-13901	Lehman Brothers Commercial Corporation	09-10560	LB Rose Ranch LLC
08-13902	Lehman Brothers Financial Products Inc.	09-12516	LB 2080 Kalakaua Owners LLC
08-13904	Lehman Scottish Finance L.P.	08-13664	PAMI Statler Arms LLC

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

#### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

#### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

#### 3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

#### 4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

#### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

#### 6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

#### 7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

#### 8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
**c/o Epiq Bankruptcy Solutions, LLC**  
**FDR Station, PO Box 5076**  
**New York, NY 10150- 5076**

#### Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

#### Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

#### Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

#### Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

#### Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

#### Derivative Contract

A contract that is any of (i) a "swap agreement" as such term is defined in section 101(53B) of the Bankruptcy Code or (ii) a "forward contract" as such term is defined in section 101(25) of the Bankruptcy Code. A cash-market purchase or sale of a security or loan (i.e. any purchase or sale of a security or loan for settlement within the standard settlement cycle for the relevant market), exchange-traded future or option, securities loan transaction, repurchase agreement in respect of securities or loans, and any guarantee or reimbursement obligations which would otherwise be included in the definition of such terms in the Bankruptcy Code shall not be considered a Derivative Contract for the purposes of this definition nor shall any notes, bonds, or other securities issued by the Debtors or their affiliates (including, but not limited to, Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V., Lehman Brothers Bankhaus AG, Lehman Brothers Holdings plc, Lehman Brothers Securities N.V., and Lehman Brothers (Luxembourg) Equity Finance S.A.).

#### Guarantee

A promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance.

#### Lehman Programs Securities

Lehman Programs Securities means those securities included on the Lehman Programs Securities list available on <http://www.lehman-docket.com> as of July 27, 2009.

## INFORMATION

#### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ATTACHMENT TO PROOF OF CLAIM OF  
STONEHILL OFFSHORE PARTNERS LIMITED

Stonehill Offshore Partners Limited ("Claimant") hereby files this claim (the Proof of Claim Form together with this Attachment are referred to herein as the "Claim") in the chapter 11 case of CES Aviation V LLC (the "Debtor") and, in support of the Claim, represents as follows:

Background

1. Claimant is a private investment fund organized as an exempted company under the laws of the Cayman Islands. Stonehill Capital Management LLC ("SCM") is Claimant's investment adviser and an authorized signatory for Claimant.
2. Prior to the commencement of these chapter 11 cases, Claimant had various business relationships with and was party to a number of agreements with the Debtor and its affiliates. A description of certain of these business relationships and agreements and the claims of Claimant against the Debtor arising thereunder is set forth below.<sup>1</sup>

Prime Brokerage

3. Lehman Brothers Inc. ("LBI"), an affiliate of the Debtor currently in a liquidation proceeding (the "SIPA Proceeding") under the Securities Investment Protection Act of 1970, as amended ("SIPA"), was Claimant's sole prime broker until September 17, 2008, two days before commencement of the SIPA Proceeding. Claimant was party to a Customer Account Prime Brokerage Agreement (Account No.: 732-40125) (the "PB Agreement") between Claimant and LBI "as signatory for itself and as agent for the affiliates named

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<sup>1</sup> Stonehill Institutional Partners, L.P., an affiliate of Claimant, was also a party to a number of agreements with the Debtor and its affiliates and has filed separate proofs of claim in these cases. SCM was a signatory for Claimant for various agreements in its capacity as investment adviser and authorized signatory of Claimant.

herein." The PB Agreement (Paragraph 1) provides that the parties to the PB Agreement consist of Claimant and "Lehman Brothers Inc., Lehman Brothers International (Europe), Lehman Brothers Finance S.A., Lehman Brothers Special Financing Inc., Lehman Brothers Holdings Inc. ("LBHI") and any of their subsidiaries, parents, affiliates, divisions, officers, directors, agents and employees now existing or hereafter created." Such entities are defined as and referred to throughout the PB Agreement collectively and interchangeably as "Lehman Entities" and "Lehman Brothers" and are referred to interchangeably in this Claim as "Lehman Entities" or "Lehman Brothers" (which terms include the Debtor).

4. Although paragraph 21 of the PB agreement refers specifically to "LBI" in connection with prime brokerage services, LBI acted as agent for and signed on behalf of the other Lehman Entities in that capacity. Paragraph 4 of the PB Agreement states that the Claimant "and Lehman Brothers intend this agreement to be a master netting agreement," which is an additional indication that the parties intended all Lehman Entities to share in the benefits and burdens of the PB Agreement. In the LBI Trustee's Preliminary Investigation Report and Recommendations, dated August 25, 2010 (the "Trustee's Report"), the Trustee noted that prime brokerage customer account agreements "included all Lehman entities as parties for certain purposes such as subjecting property in the account to claims and liens." (Trustee's Report at p. 46). By becoming parties to the PB Agreement and availing themselves of the benefits of the PB Agreements, including by imposing claims and liens on customer property, the Debtors and other Lehman Entities also obligated themselves under such agreement on a joint and several basis with LBI.

5. Thus, the Debtor and its affiliated debtors and debtors-in-possession were parties to the PB Agreement. LBHI had the ability to influence and control LBI, its wholly-

owned subsidiary, as well as the other Lehman Entities including with respect to the Lehman Entities' obligations under the Prime Brokerage Agreement. Having reaped the benefits of the PB Agreement, LBHI, the Debtor and its affiliated debtors-in-possession must remain bound by their obligations and liabilities thereunder. As a party to the PB Agreement, the Debtor is fully liable for all amounts owed to Claimant in connection with the PB Agreement. A copy of the PB Agreement is attached to this Claim as Exhibit A.

6. As Claimant's sole prime broker and pursuant to the PB Agreement, LBI had custody of a substantial portion of Claimant's assets, including both cash and securities, and was "responsible for settling trades executed on [Claimant's] behalf by [Claimant's] executing broker(s)." (PB Agreement, Paragraph 21(b)). In addition, the PB Agreement authorized "Lehman Brothers to lend either to itself or to others any securities held by Lehman Brothers in any of [Claimant's] accounts" but provided that Claimant "will be entitled to receive all distributions, including, but not limited to, cash . . . made on or in respect of any loaned, pledged, repledged, hypothecated or rehypothecated securities." (PB Agreement Paragraph 19). As a regulated broker dealer and by virtue of course of conduct among the parties, industry practice and custom, and an implied duty of good faith and fair dealing, LBI (as well as the other Lehman Entities) also had obligations implied by law to Claimant not specifically enumerated in the PB Agreement. The failure of LBI to return Claimant's cash and securities therefore constituted a breach of the PB Agreement by the Debtor and the other Lehman Entities.

7. On January 26, 2009, Claimant filed a proof of claim in the SIPA Proceeding asserting various claims – categorized as “components” of the claim against LBI under SIPA (the “SIPA Claim”). A copy of the SIPA Claim is attached to this Claim as Exhibit B.

Between the commencement of the SIPA Proceeding and the date of this Amendment, virtually all of Claimant's securities and cash held at LBI have been returned to Claimant pursuant to a Notice of SIPA Trustee's Determination of Claim (SIPA Claim No. 900002114) dated March 23, 2010 (as corrected on June 4, 2010), Schedule A to the SIPA Trustee's Distribution Notice dated June 27, 2013 (as corrected on August 22, 2013), and a Declaration, Release and Assignment entered into by Claimant on September 5, 2013 (collectively, the "SIPA Claim Determination").

8. Pursuant to the SIPA Claim Determination, all of the components of the SIPA Claim have been resolved other than Component 8, which represents an aggregate of \$6,135,929.26 in losses as of September 19, 2008, on foreign currency hedges entered into under the PB Agreement,<sup>2</sup> and component 10, pursuant to which Claimant fully reserved the right to seek interest that may be payable or claimable on cash balanced, additional misdirected wires, and/or other amounts that may have been received by LBI or other Lehman Entities. Component 8 of Claimant's SIPA claim arising from foreign currency hedges has not yet been admitted as a general unsecured claim in LBI's SIPA proceeding although it may be so admitted in the future.

9. In addition, the Debtor and the Lehman Entities are obligated to Claimant for damages, interest, costs, attorneys' fees, including, but not limited to the amount representing the diminution in value of the securities held by LBI under the PB Agreement from the date in which LBI's SIPA Proceeding was commenced through the date that such securities were returned to Claimant. The PB Agreement obligated the Debtor and the Lehman Entities to provide services consistent with the SEC's guidelines on prime brokerage

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<sup>2</sup> Although Claimant believes that LBI may have been the only Lehman entity directly involved with the foreign currency hedges, such hedges were entered into under the PB Agreement and are therefore obligations of all of the "Lehman Entities", as noted above.

relationships (PB Agreement Paragraph 21(l)). It is an established element of the brokerage relationship that a broker-dealer must promptly return the securities upon request and, pursuant to the terms of the PB Agreement, the Debtor and all the Lehman Entities were made jointly and severally liable for any breach of the obligation to return securities.<sup>3</sup> Therefore, the Debtor and the Lehman Entities were responsible, separate and apart from LBI's obligations as a broker-dealer subject to SIPA regulation (and notwithstanding any limitation under SIPA with respect to such a diminution in value claim), for the prompt return of the securities to Claimant upon request when LBI commenced its SIPA Proceeding, and must repay Claimant for Claimant's losses due to the failure to return the securities or cause the securities to be returned.

10. A further basis for the diminution in value claim is that LBI and the Lehman Entities were required under state law to act in accordance with their respective obligations as a bailees of the securities, and therefore to return the securities to Claimant (PB Agreement Paragraph 3). Under New York law, which governs the PB Agreement, a bailee has a duty to return goods to a bailor and is liable for loss or damage to the goods. LBI was further obligated to hold the securities as financial assets under Article 8 of the Uniform Commercial Code (PB Agreement Paragraph 3), which entitles the owners of securities to have property that is held in a security account protected from the intermediary's other creditors.

11. The current amount owed for diminution in value of returned securities has been calculated by Claimant to be at least \$80,523,963. The calculation of this amount is

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<sup>3</sup> Such breach rose to the level of gross negligence and/or willful misconduct and therefore was not subject to the limitation on liability set forth in Paragraph 30 of the PB Agreement.



shown on the spreadsheet attached to this Claim as Exhibit C.<sup>4</sup> This amount, plus the amount owing on component 8 of the SIPA Claim, gives an aggregate Claim amount equal to approximately \$86,659,892.26.

12. In addition to the bases for asserting the Claim against the Debtors described above, the amounts owed under the PB Agreement discussed above are also recoverable by Claimant as a result of willful and material misrepresentations made by and/or on behalf of the Lehman Entities regarding their financial position and related matters, both publicly<sup>5</sup> and by a senior representative of the Lehman Entities directly to SCM, Claimant's investment adviser. Such misrepresentations induced Claimant (and likely induced similarly situated customers and counterparties of the Lehman Entities) to refrain from terminating Claimant's prime brokerage (and other counterparty) relationships with the Lehman Entities.

13. During a phone call held in early September 2008, shortly before the Lehman chapter 11 filing and the commencement of the SIPA Proceeding, Mr. John Wickham, believed to be head of Lehman Brothers Global Client Services and acting as a representative of the Lehman Entities, called John Motulsky of SCM in response to Mr. Motulsky's voicemail message to Alex Kirk, believed to then be a senior officer of LBHI, asking about the Lehman Entities' financial stability, specifically in connection with the

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<sup>4</sup> The diminution in value claim is based on the difference in value of securities held at LBI as of the close of business on September 12, 2008, the last business day before the commencement of these cases and the last date on which Claimant was able to obtain its securities from LBI, and the date such securities were returned. Claimant does not mark its portfolio on a daily basis and prices for the securities in Claimant's portfolio, other than those that trade on public markets, are not available on a daily basis. Therefore, other than with respect to publicly traded securities, Claimant used the value of the securities as of the last valuation date prior to September 12, 2008 and the date of return, as applicable.

<sup>5</sup> For example, on an earnings call on September 10, 2008, five days prior to LBHI's chapter 11 filing, Lehman Brothers' CFO at the time, Ian Lowitt, stated regarding Lehman Brothers' liquidity position that "our liquidity position... remains very strong."

Lehman Entities' prime brokerage and other commercial relationships with Claimant and its affiliates.

14. In response to questions and concerns expressed by Mr. Motulsky regarding the Lehman Entities' financial strength and viability, Mr. Wickham sought to reassure Claimant (through SCM and Mr. Motulsky) regarding the Lehman Entities' financial condition and the stability of its prime brokerage operation. Mr. Motulsky recalls that Mr. Wickham stated that Lehman had adequate liquidity because unlike Bear Stearns it prudently financed its customers with matched funding and had sufficient liquidity from sources it believed to be reliable to meet all of its obligations for a year even if no new financing was available, that it had \$12 billion of surplus cash, and also cited the availability of secured financing from the federal reserve, none of which was used.

15. Mr. Motulsky also recalls that Mr. Wickham stated that Lehman's unrealized appreciation in various assets (one of which was Neuberger Berman, half of which Mr. Wickham stated might soon be sold at a profit to realize value and add to tangible equity) were more than sufficient to cover possible unrealized losses in its portfolio and provide incremental equity that would be required for a planned spinout of most of Lehman's commercial real estate portfolio, and conveyed a message that Lehman Brothers' prime brokerage operation would continue operating in the normal course, and that Claimant should be comfortable continuing its customer and counterparty relationship with Lehman Brothers.<sup>6</sup> A few days after this conversation the Debtor commenced this chapter 11 case and LBI commenced its SIPA Proceeding.

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<sup>6</sup> Many of Mr. Wickham's comments appeared to be taken from talking points Mr. Wickham received from the Lehman Entities for communications with customers, rather than being "off the cuff" remarks of Mr. Wickham's personal views regarding Lehman's financial condition.

16. As a result of the material misrepresentations by Lehman Brothers and its representatives to the public, and by Mr. Wickham, who acted with apparent authority on behalf of LBHI and its affiliates, to SCM, Lehman Brothers and their representatives succeeded in persuading the Claimant to refrain from demanding the return of its assets held by LBI and other Lehman Entities and otherwise taking actions to promptly reduce its commercial exposure to Lehman Brothers prior to the effective curtailment of LBI's normal operations and the subsequent commencement of the SIPA Proceeding.

17. Thus, by virtue of the public misrepresentations of Lehman Brothers and private misrepresentations by Mr. Wickham, Lehman Brothers' agent, directly to SCM, which misrepresentations were intended for the benefit of the Lehman Entities to convince Lehman Brothers' customers and counterparties in general and SCM in particular of the financial stability and health of Lehman Brothers despite the fact that Lehman Brothers' officers knew or should have known that there were substantial risks that Lehman Brothers' liquidity and capital may not continue to support its operations, the Lehman Entities, including the Debtor, are fully liable for any and all direct, indirect, nominal or consequential damages incurred by Claimant in connection with the PB Agreement or otherwise arising in connection with Claimant's prime brokerage and counterparty relationship with Lehman Brothers, including the claim arising from diminution in value of securities that were not timely returned to Claimant.

18. Claimant is entitled to assert and is asserting against the Lehman Entities, including the Debtor, the full amount of claims arising under or relating to the PB Agreement, provided that Claimant may not recover more than 100% of the amount of such claims.

Reservation of Rights

19. No payments have been made to Claimant on account of the claims asserted herein.

20. Claimant reserves all of its rights to supplement or amend this Claim in any and all respects, including to liquidate amounts which are presently unliquidated or estimated.

21. In the event that the Debtor or any of the other debtors assert or Claimant shall determine that another debtor or other party is obligated or liable for any of the categories of claims and amounts set forth herein, this Claim shall be deemed to have been asserted against such other debtor or other party for such category and amount.

22. To the extent not set forth in this Claim, Claimant also makes claim for all direct, indirect, nominal or consequential damages, interest, costs, attorneys' fees, and other amounts owed or owing to it, to the extent recoverable under the applicable agreement and/or applicable law, whether or not liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, in law or equity, secured or unsecured, directly or indirectly related to the matters discussed in this Claim. Claims for amounts asserted herein which are or could be deemed to be postpetition interest under the Bankruptcy code are asserted to the extent allowed under the Bankruptcy Code and applicable non-bankruptcy law.

23. The filing of the Claim is not and shall not be deemed or construed as consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant.

24. Neither the substance nor the act of filing this claim, nor any later appearance, pleading, claim, or action in these cases, is intended or shall be deemed to be a waiver, release, or modification by Claimant of its (a) right to have final orders in non-core matters entered after de novo review by a District Judge; (b) right to trial by jury in any proceeding so triable in this case or any case, controversy or proceeding related to these cases; (c) rights under the applicable safe harbor provisions of the Bankruptcy Code; (d) right to seek to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or (e) other rights, remedies, claims, actions, defenses, setoffs or recoupments to which Claimant is or may be entitled, all of which are hereby expressly reserved.

**EXHIBIT A**

**3. SECURITY INTEREST AND LIEN; REGISTRATION OF SECURITIES.** As security for the payment and performance of all of your obligations and liabilities from time to time outstanding to any Lehman Brothers Entity, whether under this Agreement or otherwise, each Lehman Brothers Entity shall have a continuing lien and first priority security interest in all your Assets, defined as (i) all property in which you now have, or hereafter acquire an interest which is now or hereafter held by or through any Lehman Brothers Entity, including, but not limited to, any and all securities, accounts, instruments, documents, contract rights, contracts (including, but not limited to, open transactions, securities purchase or sale contracts, agreements to lend cash or securities, commodity contracts, futures contracts, forward contracts, repurchase agreements, swap agreements, contracts for differences or any other agreement, without regard to the form of such agreement which may include oral

agreements or agreements confirmed or signed by only one party to the agreement and agreements entered into or signed by a Lehman Brothers Entity on your behalf) (hereinafter "Contracts"), commercial paper and other securities, monies, deposit accounts and general intangibles (including all security entitlements in respect thereof, all income and profits thereon, all dividends, interest and other payments and distributions with respect thereto and all proceeds from any of the foregoing), and (ii) any and all rights, claims or causes of action you may now or hereafter have against any Lehman Brothers Entity. The continuing lien and first priority security interest shall apply to all such Assets, which from time to time may be deposited or credited to any account you may have with a Lehman Brothers Entity, be held or carried by a Lehman Brothers Entity for you, be due from a Lehman Brothers Entity to you, or be delivered to or in a Lehman Brothers Entity's possession or control for any purpose, including safekeeping. Such continuing lien and first priority security interest shall apply irrespective of whether or not Lehman Brothers has made advances in connection with such Assets, the number of accounts you have with Lehman Brothers or which particular Lehman Brothers Entity holds such Assets. You hereby acknowledge and agree that all such Assets held by or through any Lehman Brothers Entity are held as collateral by such Lehman Brothers Entity as agent and bailee for itself and all other Lehman Brothers Entities and, as such, each Lehman Brothers Entity shall comply with any orders or instructions originated by any other Lehman Brothers Entity with respect to or in connection with such collateral without your further consent. You and Lehman Brothers agree that all such Assets held in or credited to any account will be treated as financial assets under Article 8 of the Uniform Commercial Code as in effect in the State of New York (the "UCC") and that any account maintained by you with any Lehman Brothers Entity shall be a securities account under Article 8 of the UCC. In the event of a breach or default by you, a Lehman Brothers Entity shall have, in addition to the rights and remedies provided in this Agreement, all rights and remedies available to a secured creditor under the UCC and any other applicable law. You represent that all of the above-described Assets shall at all times be free and clear of all liens, claims and encumbrances of any nature other than the security interest created hereby. Assets consisting of securities shall be delivered in good deliverable form (or Lehman Brothers shall have the unrestricted power to place such securities in good deliverable form) in accordance with the requirements of the primary market for these securities. In addition, in order to satisfy any of your outstanding liabilities or obligations to any Lehman Brothers Entity, each Lehman Brothers Entity may, to the fullest extent permitted by law, at any time in its discretion and without prior notice to you, use, apply or transfer any and all securities or other property or Assets (including, without limitation, fully-paid securities and cash). You hereby agree that, except as otherwise specifically agreed in writing, each Lehman Brothers Entity may register and hold the securities and other property or Assets in your accounts in its name or the name of its designee. You shall execute such documents and take such other action as such Lehman Brothers Entity shall reasonably request in order to perfect its rights with respect to any of the Assets. In addition, you appoint Lehman Brothers as your attorney-in-fact to act on your behalf to sign, seal, execute and deliver all documents and do all such acts as may be required to realize upon any of Lehman Brothers' rights in the Assets.

**4. BREACH, BANKRUPTCY OR DEFAULT.** If you shall:

(i) breach, repudiate or default under this Agreement or any Contract with any Lehman Brothers Entity, whether heretofore or hereafter entered into;

(ii) make or repeat any misrepresentations in connection with this Agreement or any Contract with any Lehman Brothers Entity;

(iii) state that you will not perform any obligation to any Lehman Brothers Entity;

(iv) apply for, consent to or be the subject of an application or petition for the appointment of or the taking of possession by a receiver, custodian, trustee, liquidator or similar persons of yourself or of all of or a substantial part of your property;

(v) admit in writing your inability, or become generally unable, to pay your debts as such debts become due or give Lehman Brothers other grounds for insecurity, as determined by Lehman Brothers in its sole and absolute discretion (including, without limitation, death; mental incompetence; dissolution; the appointment of a receiver by or against you, any guarantor, co-signer or other party liable on or providing security for your obligations to any Lehman Brothers Entity or the attachment against your or such other party's account(s) with any Lehman Brothers Entity; or any indication of your refusal or inability to satisfy promptly any Margin Call (as defined below) or other obligation);



(vi) make a general assignment for the benefit of your creditors; or

(vii) file or be subject of the filing or entry of a petition or order for relief or be subject of the commencement of a proceeding regarding reorganization, bankruptcy, liquidation, dissolution or insolvency;

then, any such event shall constitute, at Lehman Brothers' election, a default by you under this Agreement and any or all Contracts you may then have with any Lehman Brothers Entity, whether heretofore or hereafter entered into. In the event of any such default, each Lehman Brothers Entity shall have all of the rights of a secured party upon default under the UCC and other applicable laws, rules and regulations, including, without limitation, the right, without prior notice to you, to sell any and all Assets in which you have an interest (including without limitation this Agreement and any Contract) held by or through any Lehman Brothers Entity (either individually or jointly with others), to buy any or all property which may have been sold short, to exercise any and all options and other rights, to accelerate, cancel, terminate, liquidate, close out and net the settlement payments and/or delivery obligations under any or all outstanding transactions and/or to purchase or sell any other securities or property to offset market risk, and to set off or offset any obligation owing by any Lehman Brothers Entity to you against any obligations owing by you to any Lehman Brothers Entity, after which you shall be liable to Lehman Brothers for any remaining deficiency, loss, costs or expenses incurred or sustained by Lehman Brothers in connection therewith. Such purchases and/or sales may be effected publicly or privately without notice or advertisement in such manner as Lehman Brothers may in its sole discretion determine. At any such sale or purchase, any Lehman Brothers Entity may purchase or sell the property to or from itself or third parties free of any right of redemption and you shall remain liable to Lehman Brothers for any deficiency; it being understood that a prior tender, demand or call of any kind from Lehman Brothers, or prior notice from Lehman Brothers, of the time and place of such sale or purchase shall not be considered a waiver of Lehman Brothers' right to buy or sell any securities, commodities or other property or Asset held by Lehman Brothers, or which you may owe to Lehman Brothers. In addition, each Lehman Brothers Entity shall have the right, at any time and from time to time, to set off and otherwise apply any and all amounts owing by such Lehman Brothers Entity to you or for your account against any and all amounts now or hereafter owing by you to any Lehman Brothers Entity (including, without limitation, any indebtedness in your accounts), whether matured or unmatured, fixed, contingent or otherwise and irrespective of whether any Lehman Brothers Entity shall have made any demand therefor. Lehman Brothers agrees to notify you of any such set-off and application, provided, however, that the failure to give such notice shall not affect the validity of any such set-off and application. You agree that any obligation of a Lehman Brothers Entity to you shall be subject to there being no breach, repudiation, misrepresentation or default (however characterized) by you which is continuing under any Contract with a Lehman Brothers Entity. You and Lehman Brothers intend this Agreement to be a master netting agreement.

**5. ADEQUATE ASSURANCES.** Subject to, and not as a limitation of, the rights of Lehman Brothers under this Agreement, if at any time Lehman Brothers has reasonable grounds for insecurity with respect to your performance of any of your obligations, Lehman Brothers may demand, and you shall give, adequate assurance of due performance within 24 hours, or within any shorter period of time Lehman Brothers demands that is reasonable under the circumstances. The adequate assurance of performance that may be demanded by Lehman Brothers may include, but shall not be limited to, the delivery by you of additional property as collateral.

**6. EXECUTION FEES AND SERVICE CHARGES.** You understand that your account(s) will be charged brokerage commissions or mark-ups/mark-downs in connection with the execution of transactions ("Execution Fees") and may be charged certain other fees for custody and other services furnished to you ("Service Fees"). You further understand that Execution Fees may be changed from time to time upon prior written notice to you and that Service Fees may be changed from time to time upon prior written notice to you and, in each case, you agree to be bound thereby.

**7. AMOUNTS OWED; TRUTH-IN-LENDING.** You hereby acknowledge receipt of Lehman Brothers' Truth-in-Lending disclosure statement. You understand that interest will be charged on any amount you owe in your account(s) in accordance with the methods described in such statement or in any amendment or revision thereto which may be provided to you. Any amount due which is not paid at the close of an interest period will be added to the opening balance for the next interest period.

**8. COLLECTION AND OTHER ACCOUNT-RELATED COSTS.** You hereby agree to pay, on demand, all reasonable costs, liabilities and damages incurred by Lehman Brothers (including, without limitation, costs of

collection, attorneys' fees, court costs and other expenses) in connection with (i) enforcing its rights hereunder, (ii) any investigation, litigation or proceeding involving your account or any property therein (including, without limitation, claims to such property by third parties), (iii) your use of or access to any Lehman Brothers or third-party system or (iv) Lehman Brothers' acting in reliance upon instructions, including, but not limited to, instructions transmitted via electronic means, including facsimile or electronic mail, from you or your authorized agents (including investment managers or advisers). In each case and whether or not demand has been made therefor, you hereby authorize Lehman Brothers to charge your account(s) for any and all such costs, liabilities and damages, including, without limitation, those incurred in connection with the liquidation of any of your Assets.

**9. IMPARTIAL LOTTERY ALLOCATION.** You agree that, in the event Lehman Brothers holds on your behalf securities in its name, in the name of its designee or in bearer form which are called in part, you will participate in the impartial lottery allocation system for such called securities in accordance with the rules of The New York Stock Exchange, Inc. or any other appropriate self-regulatory organization. When any such call is favorable, no allocation will be made to any account in which, to the knowledge of Lehman Brothers, any officer, director or employee of Lehman Brothers has any financial interest until all other customers have been satisfied on an impartial lottery basis.

**10. SECURITIES EVENTS.** Lehman Brothers shall inform you if Lehman Brothers becomes aware of the occurrence or prospective occurrence of any of the following with respect to any securities in your account(s): conversions, subdivision or consolidation; redemption; a takeover offer; calls, including calls on partly-paid securities and published calls; a capitalization issue; rights issue; distribution of income in the form of securities; or a certificate which may at a future date be exchanged for securities or an entitlement to acquire securities. Subject to Section 19 herein, if Lehman Brothers receives notice from you that you wish to act on any of the events referenced in this section and such notice is received by Lehman Brothers within a reasonable time for Lehman Brothers to act on such event, Lehman Brothers will act in accordance with your wishes. You represent that you review all prospectuses and offering statements that you may receive and understand the risks inherent with your securities transactions, including any risks associated with the above-described securities events.

**11. VOTING RIGHTS.** If any right to vote arises with respect to securities in your account, you may inform Lehman Brothers that you wish to exercise such right as you specify. Subject to Section 19 hereof, if Lehman Brothers receives this notice within a reasonable time to act, it will act in accordance with your wishes. If Lehman Brothers does not receive such timely notice from you, it will use its discretion to decide whether and how to vote such securities.

**12. WAIVER, ASSIGNMENT AND NOTICES.** Neither Lehman Brothers' failure to insist at any time upon strict compliance with this Agreement or with any of the terms hereof nor any continued course of such conduct on its part shall constitute or be considered a waiver by Lehman Brothers of any of its rights or privileges hereunder. Any purported assignment of your rights and/or obligations hereunder without obtaining the prior written consent of an authorized representative of Lehman Brothers shall be null and void. Each Lehman Brothers Entity reserves the right to assign any of its rights or obligations hereunder or under any Contract to any other Lehman Brothers Entity without prior notice to you. Notices and other communications to you (including, without limitation, Margin Calls) that are sent by electronic means, including facsimile or electronic mail, sent by express delivery service or mailed, in each case to the address or number provided by you, shall, until the respective Lehman Brothers Entity has received notice in writing of a different address or number, be deemed to have been personally delivered to you. Margin Calls may also be communicated orally, without subsequent written confirmation.

**13. FREE CREDIT BALANCES.** You hereby authorize Lehman Brothers to use any free credit balance awaiting investment or reinvestment in your account(s) in accordance with all applicable rules and regulations and to pay interest thereon at such rate or rates and under such conditions as are established from time to time by Lehman Brothers for such account(s) and for the amounts of cash so used.

**14. RESTRICTIONS ON ACCOUNT.** You understand that Lehman Brothers, in its sole and absolute discretion, may restrict or prohibit trading of securities or other property in your account(s) and may terminate your account(s), and you shall nevertheless remain liable for all of your obligations to the Lehman Brothers Entities under this Agreement or any Contract. In the event that Lehman Brothers, in its sole and absolute discretion, determines to

impose such restrictions on your account(s) due to credit, margin, legal, regulatory, money laundering or other concerns, Lehman Brothers shall be under no obligation to provide you with prior notice of such restriction.

**15. CREDIT INFORMATION AND INVESTIGATION.** You authorize Lehman Brothers, in its discretion, at any time and from time to time, to make or obtain reports concerning your credit standing and business conduct (including, but not limited to, obtaining audited account statements, if such are available). You may make a written request for a description of the nature and scope of the reports made or obtained by Lehman Brothers and the same will be provided to you within a reasonable period of time.

**16. SHORT AND LONG SALES.** In placing any sell order for a short account, you will designate the order as such and hereby authorize Lehman Brothers to mark the order as being "short". You are required to and will comply with all applicable rules and regulations relating to short sale transactions. In placing any sell order for a long account, you will designate the order as such and hereby authorize Lehman Brothers to mark the order as being "long". The designation of a sell order as being for a long account shall constitute a representation by you that you own the security with respect to which the order has been placed, that such security is not restricted under Rules 144 and/or 145 under the U.S. Securities Act of 1933 (as may be amended, modified or supplemented) or any other applicable law, rule or regulation and, as such, may be sold without restriction in the open market and that, if Lehman Brothers does not have the security in its possession at the time you place the order, you shall deliver the security by settlement date in good deliverable form or pay to Lehman Brothers any losses and expenses it may incur or sustain as a result of your failure to make delivery on a timely basis.

**17. MARGIN ACCOUNTS.** All Loans made hereunder are demand loans. You hereby agree to deposit and maintain such cash or collateral as margin in your margin accounts, if any, as Lehman Brothers may in its sole discretion require, and you agree to pay forthwith on demand any amount owing with respect to any of your margin accounts to satisfy Lehman Brothers' demand for such payment (a "Margin Call"). In addition, you further agree to deposit promptly and maintain such other collateral with Lehman Brothers as is required by any Contract you may have with any Lehman Brothers Entity. Upon your failure to make any such payment or deposit, or if at any time Lehman Brothers, in its sole discretion, deems it necessary for its protection, whether with or without prior demand, call or notice, Lehman Brothers shall be entitled to exercise all rights and remedies provided herein. No demands, calls, tenders or notices that Lehman Brothers may have made or given in the past in any one or more instances shall invalidate your waiver of the requirement to make or give the same in the future.

**18. SECURITIES CONTRACTS.** You acknowledge and agree that any positions in your account(s) shall be deemed "securities contracts" within the meaning of Sections 555 and 741(7) (as may be amended, modified or supplemented) of the U.S. Bankruptcy Code.

**19. CONSENT TO LOAN OR PLEDGE OF SECURITIES IN MARGIN ACCOUNTS.**

(a) Except as noted in subparagraph (b) below, within the limits of applicable law and regulations, you hereby authorize Lehman Brothers to lend either to itself or to others any securities held by Lehman Brothers in any of your accounts, to convey therewith all attendant rights of ownership (including voting rights and the right to transfer the securities to others), and to use all such property as collateral for its general loans. Any such property, together with all attendant rights of ownership, may be pledged, repledged, hypothecated or rehypothecated either separately or in common with other property for any amounts due to Lehman Brothers thereon or for a greater sum, and Lehman Brothers shall have no obligation to retain a like amount of similar property in its possession and control. You hereby acknowledge that, as a result of such activities, Lehman Brothers may receive and retain certain benefits to which you will not be entitled. In certain circumstances, such loans, pledges, repledges, hypothecations or rehypothecations may limit, in whole or in part, your ability to exercise voting and other attendant rights of ownership with respect to the loaned or pledged securities. You agree to waive the right to vote, or to provide any consent or to take any similar action with respect to these securities in the event that the record date or deadline for such vote, consent or other action falls during the period of any such loan, pledge, repledge, hypothecation or rehypothecation.

(b) Unless otherwise agreed by Lehman Brothers and you, you will be entitled to receive all distributions, including, but not limited to, cash, stock dividends and interest payments, made on or in respect of any loaned, pledged, repledged, hypothecated or rehypothecated securities which are not otherwise received by you, to the full

extent you would be entitled if the securities had not been loaned, pledged, repledged, hypothecated or rehypothecated.

**20. OPTIONS POSITIONS.** You represent and warrant not to enter into any purchase or sale of equity, debt, foreign currency or index put or call options without having read and fully understood the terms, conditions and risks as set out in the Characteristics and Risks of Standardized Options booklet and applicable supplements. You understand that short options positions are assigned on an automated random basis and may be assigned on the day written. You will notify Lehman Brothers of your intention to exercise listed options no later than two hours before the expiration time of the option (one hour in the case of an over-the-counter option). Failure to give such notice will constitute an abandonment of the option, in which case Lehman Brothers may, but shall be under no obligation to, exercise the option.

**21. PRIME BROKERAGE SERVICES.** Under the terms and conditions of this Agreement, LBI will act as a prime broker for you in accordance with the no-action letter of the Securities and Exchange Commission dated January 25, 1994, as such letter may be amended, modified or supplemented from time to time (the "SEC Letter") and the provisions set forth below:

(a) LBI will, subject to the terms and conditions of this Agreement, accept for clearance and settlement trades executed on your behalf by such executing brokers as you may designate from time to time and who have received LBI's prior approval and who have previously executed an agreement with LBI setting forth the terms and conditions under which such executing brokers will be authorized to accept orders from you for settlement by LBI (the "Executing Brokerage Agreement").

(b) LBI shall be responsible for settling trades executed on your behalf by your executing broker(s) and reported to LBI by you and your executing broker(s) provided that you have reported to LBI on trade date, by the time designated to you by LBI, all the details of such trades including, but not limited to, the contract amount, the security involved, the number of shares or the number of units and whether the transaction was a long or short sale or a purchase, and further provided that LBI has either affirmed or not "DK'd" ("indicated it does not know") and has not subsequently disaffirmed such trades. In the event that LBI determines not to settle a trade, LBI shall not have settlement responsibility for such trade and shall, instead, send you a cancellation notification to offset the notification sent to you under sub-paragraph (c) of this paragraph. You shall be solely responsible and liable to your executing broker(s) for settling such trade. In addition, LBI may be required to cease providing prime brokerage services to you in accordance with the Executing Brokerage Agreement.

(c) On the day following each transaction, LBI shall send you a confirmation of each trade placed with an executing broker in accordance within the SEC Letter based upon the information you provided to LBI. Any confirmations issued by LBI as prime broker shall identify the executing broker and provide you with the information required by the SEC Letter. Confirmations of the execution of orders and other activity in your account(s) which have been provided or made available to you by 10:00 a.m. (New York time) on the business day immediately following the trade date shall be conclusive if not objected to by 2:00 p.m. (New York time) on such business day or, if such reports are provided or made available to you after 10:00 a.m. (New York time) on such business day, then such confirmations shall be conclusive if not objected to within four (4) hours after such confirmations have been provided or made available to you. Monthly statements shall be sent to you in accordance with the SEC Letter. Information contained in monthly statements of account, to the extent not included in an activity report, shall be conclusive if not objected to within ten (10) days after such statements have been provided or made available to you. LBI may send communications to your address of record or another address provided to LBI in writing. All communications sent to such address, whether by mail, facsimile, teletype, messenger, electronic means or otherwise, shall be deemed to have been given to you personally as of the date and time sent, whether actually received or not.

(d) In the event of: (i) the filing of a petition or other proceeding in bankruptcy, insolvency or for the appointment of a receiver by or against your executing broker, (ii) the termination of your executing broker's registration and the cessation of business by it as a broker-dealer, or (iii) your executing broker's failure, inability or refusal, for any reason whatsoever or for no reason at all, to settle a trade, and if LBI agrees to settle any trades executed on your behalf by such executing broker, regardless of whether LBI either affirmed or did not DK and did

not disaffirm such trades, you shall be solely responsible, and liable to LBI, for any losses arising out of or incurred in connection with LBI's agreement to settle such trades.

(e) You shall maintain in your account with LBI such minimum net equity in cash or securities as LBI, in its sole discretion, may require from time to time (the "Lehman Brothers Net Equity Requirements"), which shall in no event be less than the minimum net equity required by the SEC Letter (the "SEC Net Equity Requirements"). In the event your account falls below the SEC Net Equity Requirements, you hereby authorize LBI to notify promptly all executing brokers with whom it has an Executing Brokerage Agreement on your behalf of such event. Moreover, if you fail to restore your account to compliance with the SEC Net Equity Requirements within the time specified in the SEC Letter, LBI shall, without notice to you: (i) notify all such executing brokers that LBI is no longer acting as your prime broker and (ii) either not affirm or "DK" ("indicate that it does not know") all prime brokerage transactions on your behalf with a trade date after the business day on which such notification was sent. In the event: (i) your account falls below the Lehman Brothers Net Equity Requirements, (ii) LBI determines in its sole discretion that there would not be enough cash in your account to settle such transactions or that a maintenance Margin Call may be required as a result of settling such transactions, or (iii) LBI determines in its sole discretion that the continuation of prime brokerage services to you presents an unacceptable risk to Lehman Brothers taking into consideration all the facts and circumstances, then LBI may disaffirm all your prime brokerage transactions and/or cease to act as your prime broker. In any such case, LBI shall send a cancellation notification to you, and you understand that you must settle outstanding trades directly with the relevant executing broker and that you authorize LBI to provide the executing broker with any information useful to settle such trades. You further agree that LBI will not be bound to make any investigation into the facts surrounding any transaction to which you are a party and that immediately upon notice to you and, if required, to the executing brokers, LBI may cease acting as your prime broker.

(f) If you have instructed your executing broker(s) to send confirmations to you in care of LBI, as your prime broker, the confirmation sent by such executing broker is available to you promptly from LBI (once received), at no additional charge.

(g) If your account is managed on a discretionary basis, you hereby acknowledge that your prime brokerage transactions may be aggregated with those of other accounts of your adviser, according to your adviser's instructions, for execution by your executing broker(s) in a single bulk trade and for settlement in bulk by LBI. You understand that no part of any transaction may be allocated to any other account where such other account's net equity is below the minimum levels established in the SEC Letter and that, should such a net equity deficiency occur in any such other account, LBI must disaffirm the entire transaction. In the event any trade is disaffirmed, as soon as practicable thereafter, LBI shall supply your executing broker(s) with the allocation of the bulk trade, based upon information provided by your adviser.

(h) You hereby authorize LBI to disclose your name, address and tax I.D. number to your executing broker(s) to enable such executing broker to establish on its books an account for you to be used in the event transactions are disaffirmed by LBI.

(i) Lehman Brothers will not be responsible or liable for any acts or omissions of any executing broker or its employees. You understand that Lehman Brothers does not act as investment adviser or solicit orders, that Lehman Brothers does not advise prime brokerage customers, perform any analysis, or make any judgment on any matters pertaining to the suitability of any order, or offer any opinion, judgment or other type of information pertaining to the nature, value, potential or suitability of any particular investment.

(j) You agree to indemnify and hold Lehman Brothers harmless from any loss, claim or expense, including attorneys' fees, incurred by Lehman Brothers in connection with Lehman Brothers acting or declining to act as prime broker for you and to fully reimburse Lehman Brothers for any legal or other expenses (including the cost of any investigation and preparation) which Lehman Brothers may incur in connection with any claim, action, proceeding or investigation arising out of or in connection with this Agreement or any transactions hereunder.

(k) You represent and warrant that you are currently in compliance, and during the term of this Agreement will remain in compliance, with all applicable requirements of the SEC Letter, including, but not limited to, the requirement that you execute an agreement with each executing broker.



(iii) you will use such data or information solely for the purposes set forth in this Agreement and any other agreement between us; (iv) such data or information is proprietary to Lehman Brothers and any such provider, and you will not retransmit or disclose such data or information to third parties except as required by applicable law or regulation; and (v) you will use such data or information solely in compliance with applicable laws, rules and regulations.

**29. EXTRAORDINARY EVENTS.** You agree that Lehman Brothers will not be liable for any loss caused, directly or indirectly, by government restrictions, exchange or market rulings, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, including but not limited to earthquakes, hurricanes and tornadoes, or other conditions beyond Lehman Brothers' control. In the event that any communications network, data processing system, or computer system Lehman Brothers uses is rendered inoperable, Lehman Brothers will not be liable to you for any loss, liability, claim, damage or expense resulting, either directly or indirectly, therefrom.

**30. LIMITATION OF LIABILITY.** Lehman Brothers shall not be liable in connection with the execution, clearing, handling, purchasing or selling of securities, commodities or other property, or other action, except for gross negligence or willful misconduct on Lehman Brothers' part. You understand that certain securities may be held outside the United States by unaffiliated, foreign agent banks and depositories. Lehman Brothers will not be liable to you for any loss, liability or expense incurred by you in connection with these arrangements except to the extent that any such loss, liability or expense results from Lehman Brothers' gross negligence or willful misconduct. In no event will Lehman Brothers be liable for any special, indirect, incidental or consequential damages arising out of this Agreement.

**31. HEADINGS; COUNTERPARTS.** The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights provided for hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original.

**32. TELEPHONE CONVERSATIONS.** For the protection of both you and Lehman Brothers, and as a tool to correct misunderstandings, you hereby authorize Lehman Brothers, at Lehman Brothers' discretion and without prior notice to you, to monitor and/or record any or all telephone conversations or electronic communications between you and Lehman Brothers or any of Lehman Brothers' employees or agents. You acknowledge that Lehman Brothers may determine not to make or keep any of such recordings and that such determination shall not in any way affect any party's rights.

**33. CUMULATIVE RIGHTS; ENTIRE AGREEMENT.** The rights, remedies, benefits and protections afforded to each Lehman Brothers Entity under this Agreement and under any Contract you may have with any Lehman Brothers Entity, whether heretofore or hereafter entered into, are cumulative and in addition to any other rights, remedies, benefits and protections that any Lehman Brothers Entity may have. To the extent that the provisions of any Contracts you have with any Lehman Brothers Entity, whether heretofore or hereafter entered into, are inconsistent (whether the inconsistency be between the Contracts or within a single Contract), the conflict shall be resolved in favor of the provision which affords Lehman Brothers with the maximum rights, remedies, benefits or protections. You hereby appoint Lehman Brothers as your agent and attorney-in-fact to take any action (including, but not limited to, the filing of financing statements) necessary or desirable to perfect and protect the security interest granted herein or to otherwise accomplish the purposes of this Agreement. Except as set forth above, this Agreement represents the entire agreement and understanding between you and Lehman Brothers concerning the subject matter hereof.

**34. CAPACITY TO CONTRACT; ANTI-MONEY LAUNDERING; AFFILIATIONS.** You represent that you have the capacity and authority to enter into this Agreement. You represent to the best of your knowledge that you do not maintain or transact business for or with nor will you introduce individuals or entities to Lehman Brothers that the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") has listed as "Specially Designated Nationals and Blocked Persons" nor with any client in an embargoed country as determined by OFAC. Furthermore, you represent that you have conducted thorough due diligence with respect to all of your clients, and you do not know or have any reason to suspect that the monies used to fund the account have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities. You agree to



provide Lehman Brothers with any information that it may require in relation to compliance with any applicable money laundering regulations. Each representation or warranty made by you in this Agreement will be deemed to be repeated by you on each date on which a transaction occurs hereunder.

You represent that you are of legal age and that, unless you have notified Lehman Brothers to the contrary, neither you nor any member of your immediate family is: (i) an employee or member of any exchange, (ii) an employee or member of the National Association of Securities Dealers, Inc. or any of its affiliates, (iii) an individual or an employee of any corporation or firm engaged in the business of dealing, as broker or principal, in securities, options or futures or (iv) an employee of any bank, trust company or insurance company. If you are signing on behalf of others, you hereby represent that the persons(s) or entity(ies) on whose behalf you are signing is/are authorized to enter into this Agreement and that you are duly authorized to sign this Agreement and make the representations contained herein in the name and on behalf of such other person(s) or entity(ies) and you agree to indemnify and hold Lehman Brothers harmless from any claim or claims arising from your unauthorized execution of this Agreement on the behalf of such other person(s) or entity(ies). You hereby authorize Lehman Brothers to accept faxed copies of this or any other document or instruction as if it were the original and further to accept signatures on said faxes as if they were original.





**EXHIBIT B**



900 002 114

**CUSTOMER CLAIM FORM**  
**LEHMAN BROTHERS INC.**

Stonehill Offshore Part Ltd.  
Account# 732-40125  
885 Third Avenue  
30th Floor  
885 3rd Ave., Fl. 30  
New York, NY 10022-4834

Daytime Phone: (212) 739 7474  
Email: c.wilson@stonehillcap.com  
Contact Person: Chris Wilson  
Taxpayer I.D. Number  
(Social Security No.): not applicable

**PLEASE NOTE**

- A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT.
- TO BE ELIGIBLE FOR THE MAXIMUM PROTECTION AFFORDED UNDER THE SECURITIES INVESTOR PROTECTION ACT ("SIPA"), ALL CUSTOMER CLAIMS SHOULD BE RECEIVED BY THE TRUSTEE ON OR BEFORE JANUARY 30, 2009; THE TRUSTEE WILL DETERMINE WHETHER CLAIMS MEET THE STATUTORY REQUIREMENTS FOR "CUSTOMER" CLAIMS UNDER SIPA; INCLUSION OF A CLAIM OR CLAIM TYPE ON THIS CLAIM FORM IS NOT DETERMINATIVE OF CUSTOMER STATUS UNDER SIPA.
- THE DEADLINE FOR FILING ALL CLAIMS IS JUNE 1, 2009. NO CLAIM WILL BE ALLOWED IF IT IS RECEIVED AFTER THAT DATE.
- ALL CLAIMS ARE DATED AS OF THE DATE RECEIVED BY THE TRUSTEE.
- YOU MAY FILE YOUR CLAIM ELECTRONICALLY ONLINE AT WWW.LEHMANTRUSTEE.COM OR SEND YOUR COMPLETED AND SIGNED CLAIM FORM TO THE TRUSTEE VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
- IF YOUR ACCOUNT HAS BEEN TRANSFERRED TO ANOTHER BROKERAGE FIRM, BUT YOU BELIEVE YOU HAVE A CLAIM FOR PROPERTY OWED TO YOU BY LEHMAN BROTHERS INC., YOU MUST FILE A CLAIM TO PROTECT YOUR RIGHTS.
- LEHMAN BROTHERS INC. IS THE ONLY LEHMAN ENTITY THAT IS A DEBTOR IN THIS SIPA LIQUIDATION PROCEEDING. THIS CUSTOMER CLAIM FORM APPLIES ONLY TO LEHMAN BROTHERS INC. AND DOES NOT APPLY TO ANY OTHER LEHMAN ENTITY, INCLUDING ANY ENTITY IN A PROCEEDING UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE.

This claim form must be completed electronically online at www.lehmantrustee.com or mailed promptly, together with supporting documentation, to the following:

If by first class mail:

Lehman Brothers Inc. Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
P.O. Box 6389  
Portland, OR 97228-6389

If by overnight mail:

Lehman Brothers Inc. Claims Processing  
c/o Epiq Bankruptcy Solutions, LLC  
10300 SW Allen Blvd  
Beaverton, OR 97005

**1. CLAIM FOR MONEY BALANCES OR CASH AS OF SEPTEMBER 19, 2008:**

- a. LBI owes me a credit or cash in the amount of: \$ See attached
- b. I owe LBI a debit or cash in the amount of: \$ \_\_\_\_\_
- c. If you wish to repay the debit balance listed in point b. above please insert the amount you wish to repay and attach a check payable to "James W. Giddens, Trustee for the SIPA Liquidation of Lehman Brothers Inc." If you wish to make a payment, **it must be enclosed** with this claim form.
- \$ \_\_\_\_\_

**2. CLAIM FOR SECURITIES AS OF SEPTEMBER 19, 2008:**

Please Do Not Claim Any Securities You Have In Your Possession

- |   | <u>YES</u>      | <u>NO</u> |
|---|-----------------|-----------|
|   | (Circle Y or N) |           |
| a. LBI owes me securities:  | <u>Y</u>        | N         |
| b. I owe LBI securities:  | Y               | N         |
| c. If yes to either, please list below (or in additional pages as necessary): |                 |           |

Trade Date of Transaction (mm/dd/yyyy)	Name of Security	CUSIP	Number of Shares or Face Amount of Bonds	
			LBI Owes Me (Long)	I Owe LBI (Short)
	<u>See attached</u>			

If additional space is needed, attach additional pages providing the information in the exact format above.

### 3. COMMODITY FUTURES CLAIMS

YES NO

(Circle Y or N)

Do you have a claim based on a commodity futures account?

Y

N

If the answer to the above question is "yes," please state the amount, and explain the basis for your claim below, attaching additional pages and supporting documents as necessary:

Amount of Claim: \_\_\_\_\_

Basis for Claim: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### WHEN COMPLETING SECTIONS 1 THROUGH 3 PLEASE KEEP IN MIND:

- If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate that your claim is an estimated claim.
- Proper documentation can speed the review, allowance, and satisfaction of your claim.
- Please enclose: copies of your last LBI account statement; purchase or sale confirmation slips; copies of checks that relate to the securities or cash you claim; and any other documentation or correspondence you believe will be of assistance in processing your claim.
- Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement.
- If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

#### PLEASE CIRCLE THE APPROPRIATE ANSWER FOR ITEMS 4 THROUGH 11.

**NOTE: IF "Y" IS CIRCLED FOR ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.**

YES

NO

(Circle Y or N)

4. Does your claim in any way relate to an entity other than Lehman Brothers Inc. (for example, Lehman Brothers Holdings Inc., or another Lehman subsidiary)?

Y

N

5. Has there been any change in your account since September 19, 2008?

Y

N

6. Are you or were you a party to a repurchase or reverse repurchase agreement, director, officer, partner, shareholder, lender to, or capital contributor of LBI? Y N
7. Are you related to, or do you have any business venture with, any of the persons specified in "6" above, or any employee or other person associated in any way with LBI? If so, give name(s). Y N
8. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of LBI? Y N
9. Is this claim being filed on behalf of a customer of a broker or dealer or bank? If so, provide documentation with respect to each customer on whose behalf you are claiming. Y N
10. Have you ever given any discretionary authority to any person to execute securities transactions with or through LBI on your behalf? Give names, addresses and phone numbers. Y N
11. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker. Y N

Please list the full name, address, phone number, and email address of anyone assisting you in the preparation of this claim form:

Full name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

If more than one person is assisting you, attach additional pages providing the information in the exact format above.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF UP TO \$50,000 OR IMPRISONMENT OF UP TO FIVE YEARS OR BOTH.**

**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

Date January 26, 2009 Signature Christopher White  
Date \_\_\_\_\_ Signature Managing member  
Stonehill Capital Management, LLC  
its advisor

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

## UNITED STATES BANKRUPTCY COURT Southern District of New York

## PROOF OF CLAIM

Name of Debtor:  
Lehman Brothers, Inc.Case Number:  
08-01420 (JMP) SIPA

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

☐ Check this box to indicate that this claim amends a previously filed claim.Name and address where notices should be sent: 1000523153 LBI 12/1/2008 417060  
Stonehill Offshore Part Lt  
885 Third Avenue, 30th Floor  
885 3rd Ave., Fl. 30  
New York, NY 10022-4834Court Claim Number: \_\_\_\_\_  
(If known)

Telephone number:

(212) 739-7474

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

☐ Check this box if you are the debtor or trustee in this case.1. Amount of Claim as of Date Case Filed: \$ see attached

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.2. Basis for Claim: Customer Property  
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_

3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other  
Describe:

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate: %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:  
JAN 26 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Christopher Wilson, Managing Member, Stonehill Capital Management  
its Advisor

FOR COURT USE ONLY

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION**

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

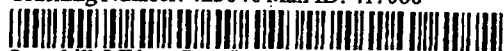
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



If you would like to file your claim online please go to [www.lehmantrustee.com](http://www.lehmantrustee.com) and select the link for the online claim form. You will need the tracking number and mail id listed below to complete your claim online.

P0000L 0000™ -P02016 323746.S811 1613 A

Tracking Number: 423040 Mail ID: 417060



Stonehill Offshore Part Lt  
885 Third Avenue, 30th Floor  
885 3rd Ave., Fl. 30  
New York, NY 10022-4834

**Stonehill Capital Management LLC**  
**885 Third Avenue, 30<sup>th</sup> Floor**  
**New York, NY 10022**  
**(212) 739-7474**

**Contacts:** Chris Wilson, Managing Member, [cwilson@stonehillcap.com](mailto:cwilson@stonehillcap.com)  
Steve Nelson, Chief Financial Officer, [snelson@stonehillcap.com](mailto:snelson@stonehillcap.com)  
Ann Kalter, Accounting Manager, [akalter@stonehillcap.com](mailto:akalter@stonehillcap.com)

**Date:** January 26, 2009

**RE: STONEHILL OFFSHORE PARTNERS LIMITED**  
**Primary LBI account number: 732-40125**

**Customer Claims in Lehman Brothers Inc. (LBI)**

---

Stonehill Offshore Partners Limited (SO) was one of the largest prime brokerage clients of LBI and LBI was SO's sole prime broker. The professionals representing the LBI estate have invested long hours and have been extremely accommodating in returning the vast majority of SO's securities, and Stonehill is very appreciative of those efforts to date. However a substantial list of securities has not yet been delivered, and substantial cash has accumulated at LBI as well, which elements comprise SO's customer claim. This customer claim is supported by voluminous information; the attachments evidencing this claim are intended to provide ample support, but SO has substantial additional information that can be provided upon request.

**Securities**

SO received extensive deliveries of its securities in late October and in late December/early January; however, additional securities remain at LBI. A list of securities still carried at LBI is attached as SO Exhibit A.

**Cash**

SO's cash claim is presented in several components for ease of understanding:

**Component 1 – Error in Calculation at “True-Up” Date:**

In late October, 2008, at the time of the initial delivery of securities from LBI to SO, LBI's representatives performed a comprehensive analysis of SO's account and

calculated SO's cash balance to be, as of September 19, 2008, a debit amount (owed to LBI) of \$2,248,173.04. SO Exhibit B includes the Summary, and Brokerage Account Statement generated by LBI and delivered to SO at that time. On October 21, 2008, SO paid that amount to the SIPC trustee, effectively zeroing out its cash balance as of September 19, 2008. However, LBI's calculation excluded "type 5" cash, and also excluded the market value of SO's short positions, but the two items do not offset equally. Closing out SO's short positions as of September 19, per the estate's October 14 protocol, results in the cost to close out shorts being less than the type 5 cash by \$257,571.75 (see SO Exhibit C.) LBI thus owes SO this value difference.

Component 1 totals \$257,571.75

**Component 2 – "P&I" post September 19:**

From September 19, 2008, through the date of this claim, Stonehill is aware of principal, interest and other payments on securities custodied at LBI that have flowed to LBI, as presented on Exhibit D.

Component 2 is comprised of the following currencies:

USD 6,173,078.91  
GBP 5,262,140.69  
EUR 122,442.03  
CAD 164,576.11

**Component 3 – Misdirected Wires on Private Investments:**

After September 19, 2008, misdirected wires flowed to LBI with respect to non-custodied instruments (private investments.) In addition, certain foreign wires were sent to LBI just before LBI's proceeding, which were never posted to Stonehill's account (it was common for foreign wires to take several days to be posted, and the LBI proceeding interrupted the finalization.) Stonehill is aware of certain of these items which are listed on SI Exhibit E.

Component 3 is comprised of the following currencies:

USD 427,247.78  
EUR 262.34  
GBP 25,011.80

**Component 4 – Cash Transfer in mid-September:**

On September 17, 2008, two days before the SIPA proceeding, SO issued direction to LBI to transfer its securities and cash balance from LBI to an alternate prime broker. LBI

demanded that SO post cash collateral in order to effect the transfer, and SO delivered \$5,500,000, which was transferred by LBI to SO account number 732-41222-1. (SO's account statement as of September 19, 2008 depicts this cash as an investment in a money market fund, however, that Lehman fund on or about that date closed itself to new investment, and the funds remained in cash, as depicted in the September 30, 2008 statement.) This cash was excluded from the "true-up" described under Component 1 above, and still resides at LBI. SO Exhibit F provides supporting documentation.

Component 4 totals \$5,500,000.00

**Component 5 – Incomplete Transaction re MAC Funding Purchase:**

On trade date August 7, 2008 SI agreed to purchase from JP Morgan 2,000,000 MAC Funding I Ltd (cusip 55261B202) for consideration of \$655,000, by physical settlement. LBI debited cash in that amount from SI's account on August 12, 2008. Subsequent to the September 19 date of proceeding, we learned from JP Morgan that the trade had never settled: JP Morgan had not delivered the security to LBI and LBI had not paid the cash to JP Morgan. LBI must return that improperly debited cash to SO. Reference SO Exhibit G.

Component 5 totals \$655,000

**Component 6 – Incomplete Transaction re US Power Generating Company:**

On trade date March 27, 2008, Stonehill's two funds executed with LBI as the counterparty a negotiated sale of a private instrument: 15,130 shares of US Power Generating Company at a price of \$28 per share, for total consideration of \$423,640.00. Both SO and related account Stonehill Institutional Partners L.P. were the sellers; LBI was the buyer. The trade confirmations executed at the time are attached as Exhibit H (a). It was a private transaction subject to documentation, and had not closed by the September 19, 2008 date of the LBI proceeding.

At the time of the true-up described in Component 1, LBI personnel demanded that Stonehill Institutional Partners (SI) pay \$118,619.20 to the SIPC trustee in relation to this outstanding trade, which amount was paid on September 21, 2008. LBI misunderstood the nature of this transaction - LBI incorrectly treated this private, negotiated, unclosed trade as if it were a short sale by SI in which SI had failed to deliver the security, demanding collateral in the amount paid. This payment was improper and must be returned to SI. Please note that even though this trade was by both Stonehill funds (Institutional and Offshore, as evidenced by the trade confirmations), the payment demanded at time of true up was only demanded from SI, therefore this portion of this Component 6 claim is only claimed on behalf of SI, not SO, and is recounted here only for fullness of disclosure.

A second element of the claim arises from LBI's failure to close this negotiated trade. The current market value of US Power Gen stock is \$6 per share (see Exhibit H (b)); LBI's failure to close has cost Stonehill \$22 per share, times 8,730 shares (SO's portion of the trade), equals \$192,060.00.

Component 6 totals \$192,060.00

**Component 7 – Incomplete Transaction re Zarlink Semiconductor common:**

On August 15 and August 20, 2008, SO purchased shares in Zarlink Semiconductor with purchase prices of CAD 5,148.78 and CAD 16,936.56, for a total of CAD 22,085.34. JP Morgan, the clearing broker on the other side of the trade, was unable to settle prior to September 19, 2008. However, LBI debited SO's cash in these amounts at the time of trade and never returned the funds to SO. Exhibit I provides further detail.

Component 7 totals CAD 22,085.34

**Component 8 – Forward Sales of Foreign Currencies:**

Stonehill's portfolio included investments denominated in foreign currencies. To hedge such exposure, Stonehill routinely executed under its prime brokerage agreement with LBI forward sales of foreign currencies. Stonehill believes that no other Lehman entity other than LBI was involved in these transactions. SO had numerous foreign currency transactions open as of September 19, 2008, which were in a gain position because the dollar had strengthened against the foreign currencies during the term of the contracts. A brokerage statement listing the transactions, and their market values, and Stonehill's summary of that brokerage statement for ease of understanding, is SO Exhibit J.

Component 8 totals \$6,135,929.26

**Component 9 – Cash Applied Late re Sale of Boston Gen:**

On trade date August 1, 2008, SO executed with a third party (Kelts LLC) a negotiated sale of a private instrument: 2,000,000 EBG Holdings bank debt (aka Boston Gen) for a total consideration of \$1,788,283.65. The trade confirmation executed at the time is attached as SO Exhibit K(a). The transaction closed on August 26, 2008 and Kelts funded the purchase price to LBI (see closing documents SO Exhibit K(b).) LBI acknowledged receipt, but failed to post the cash to SO's account until October 10, 2008, (see email correspondence attached as SO Exhibit K(c)). Therefore this cash was excluded from the calculation done at the time of the "true-up" discussed under Component 1 above, and LBI owes this cash to SO.

Component 9 totals \$1,788,283.65

**Component 10 – Interest on Accumulated Cash Balances:**

If the court determines it appropriate, interest may be payable to SO on the accumulated cash balances which have resided at LBI. Stonehill cannot estimate the amount absent direction regarding the appropriate interest rates and a determination of the dates and amounts of funds received by LBI on SO's behalf.

The amount of this Component 10 claim cannot be quantified without direction from LBI and is therefore estimated.

**Component 11 – Other Post Date of Claim and Unknown Activity:**

Other amounts may have flowed into LBI with respect to SO's custodied securities of which we are not currently aware, and it is certain that amounts will continue to flow to LBI on securities which continue to be carried at LBI after the date of this claim. SO includes these presently unquantifiable amounts in its claim. As part of this claim, SO requests that LBI provide an accounting from September 19, 2008 forward of any cash items received or due with respect to custodied securities or other customer property of SO.

With regard to private investments, SO has no comprehensive way of determining what payments have flowed into LBI referencing Stonehill's account number or name. Considering Stonehill's distressed investing strategy, Stonehill's portfolio includes many private instruments which have irregular and unpredictable distribution dates, often without notice to us other than information conveyed by the wire transfer itself. As part of this claim, SO requests that LBI provide an accounting from September 19, 2008 forward of any cash items referencing any of the Stonehill accounts, and any Stonehill entity name, and includes all such presently unquantifiable amounts in its claim.

The amount of this Component 11 claim cannot be quantified and is therefore estimated.

**End of Document**

no

MARGIN SUMMARY  
COB  
9-18-08

**TOTAL COLLATERAL**

TOTAL LMV TYPE 1 LONG POSITIONS (US\$)	266,659,029.00
TOTAL LMV TYPE 1 LONG POSITIONS (C\$ value converted to US\$)	12,599,576.53
TOTAL LMV TYPE 1 LONG POSITIONS (BP value converted to US\$)	1,698,499.33
TOTAL LMV TYPE 1 LONG POSITIONS (EM value converted to US\$)	2,724,187.15
TOTAL LMV TYPE 1 LONG POSITIONS (JY value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (US\$)	33,123,055.72
TOTAL LMV TYPE 2 LONG POSITIONS (C\$ value converted to US\$)	349,136.76
TOTAL LMV TYPE 2 LONG POSITIONS (BP value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (EM value converted to US\$)	0.00
TOTAL LMV TYPE 2 LONG POSITIONS (JY value converted to US\$)	0.00

**TOTAL USD DELIVERABLE COLLATERAL 299,782,084.72**

TYPE 1 CASH (US\$)	230,007.94
TYPE 1 CASH C\$ (value converted to US\$)	0.00
TYPE 1 CASH BP (value converted to US\$)	0.00
TYPE 1 CASH JY (value converted to US\$)	0.00
TYPE 1 CASH EM (value converted to US\$)	0.00
TYPE 2 CASH (US\$)	0.00
TYPE 2 CASH C\$ (value converted to US\$)	0.00
TYPE 2 CASH BP (value converted to US\$)	134,366.80
TYPE 2 CASH JY (value converted to US\$)	0.00
TYPE 2 CASH EM (value converted to US\$)	0.00

**TOTAL USD CASH COLLATERAL 230,007.94**

**TOTAL EXPOSURES**

TYPE 2 DEBIT BALANCE	531,364.02
TYPE 2 (C\$) DEBIT BALANCE	1,936,073.34
TYPE 2 (EM) DEBIT BALANCE	145,170.42

**TOTAL EXPOSURE 2,612,547.78**

**TOTAL COLLATERAL NEEDED TO COVER EXPOSURE 2,248,173.04**

TOTAL VALUE OF COLLATERAL AVAILABLE FOR DELIVERY	314,905,311.44
TOTAL CASH AVAILABLE FOR PAYMENT	0.00

\*\*Note: Proceeds generated from the close out of shorts will result in a cash in lieu claim



BALANCES		OPEN S/D BAL		CLOSE S/D BAL		MARKET VALUE		DLA	
TC	12	OPEN T/D BAL	213,657.18-	230,007.94-	266,659.029	09/19/08			
	12	1,380,961.05-	531,364.02	1,071,771.29	2,984,096.36	09/19/08			
	54	286,948.35-	56,231,081.00-	54,286,948.36-	55,796,251-	09/19/08			
	55	881,566.59-	55,929,724.92-	53,428,834.25-	55,476,992.58-	09/19/08			
					243,985,832				

ACTIVITY		CUSIP/SEC		PRICE/ENT		T/D TRD #		DEBIT/CREDIT(-)	
TS	08/05/14	LONG/SHORT(-)							
12	09/19	MMNSAIR GROUP FINANCE B V	5196207	INT	09/19	1,997,853.90-			
12	09/19	RECE 06/08/2006 4.375							
12	09/19	INCORRECT FX							
12	09/19	MMNSAIR GROUP FINANCE B V	5196207	INT	09/19	1,997,853.90-			
12	09/19	REC 5/16/08 PAY 5/28/08							
12	09/19	ON 23417000 BNDS							
12	09/19	MARK TO MARKET							
12	09/19	INMIRE RF00919B687H2R008975							
12	09/19	026009595							
12	09/19	PART NERS LTD FFC A C 732 401							
12	09/19	HCI COMMUNITIES, INC							
12	09/19	MARK TO MARKET SHORT POS							

POSITIONS		CUSTP/SEC		PRICE		MARKET VALUE		MARGIN REQUIREMENT	
TS	08/05/14	LONG/SHORT(-)							
12	09/19	SECURITY DESCRIPTION	XA0009280	0.00000	0	0			
12	09/19	ACAT DELIVERY IN PROGRESS	A000928						
12	09/19	DO NOT TRANSFER SECURITIES	0030813070	4.36000	2,122,026	1,453,443			
12	09/19	ACACIA RESEARCH - ACACIA	A013767	SB	484,481.0000	21,228,495			
12	09/19	TECHNOLOGIES	00374N1070	54.03000H	21,228,495	21,228,495			
12	09/19	ABOVENET INC	A014448	SB	392,902.0000	372,000			
12	09/19	WTS ABOVENET INC	00374N1230	SB	31.00000H	5,922,728			
12	09/19	MMBARATT DEVELOPMENTS PLC	A017485	SB	40,000.0000	567,747			
12	09/19	CONFORCE CORP	G082881050	SB	2.71700H	0			
12	09/19	WTS CD RADIO INC	B137756	SB	2,179,878.0000	65,307			
12	09/19	EXP 5/15/2009 ACCREDITED INVS	20038K1090	SB	1.99000	0			
12	09/19	COMDISCO HOLDING COMPANY INC	C000346	SB	285,300.0000	0			
12	09/19	CATTLESIALE COMPANY	1251271590	SB	0.00000H	0			
12	09/19	CORE MARK HOLDING CO INC	C010314	SB	18,000.0000	0			
12	09/19		2003541000	SB	9.80000H	0			
12	09/19		C012108	SB	6,664.0000	0			
12	09/19		1496791070	SB	0.00000H	0			
12	09/19		C012394	SB	25,942.0000	0			
12	09/19		2186611040	SB	27.92000	0			
12	09/19		C014818	SB	13,377.0000	0			

BRHS6	CLIENT	012	MARGIN ACTIVITY STATEMENTS	09/19/08	PAGE
732-40125	NR: H01 STONEHILL	OFFSHORE	CURR-CODE: 000		93763
TC LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARGIN REQUIREMENT
12 043008	111,801.0000	SECURITY DESCRIPTION	P2006N1020	1.47292H	164,674
12 031808	36.0000	AP 1 PAR	C080316	111,801.0000	164,674
12 031808	880,395.0000	DECISIONONE CORP NEW	2434571080	0.00000H	0
12 092707	50,913.0000	MMFRONTIERA COPPER CORPORATION	D004752	36.0000	0
12 092707	19,346.0000	MMGUANGDONG ALLIANCE	F104640	1.53675	1,352,947
12 111607	11,911.0000	SHS	G418151040	0.00000H	0
12 091608	402,500.0000	MMNGH WATER SUPPLY HL	G005001	50,913.0000	0
12 091608	51,750.0000	SHS	G385411010	0.00000H	0
12 091608	2,718,868.0000	WTS ITC COMMUNICATIONS INC	G005020	19,346.0000	0
12 091608	44,482.0000	HOVANIAN ENTERPRISES INC-CL A	H011304	0.00000H	0
12 091608	2,000,000.0000	RIS KAISER GOVT PROGRAMS INC	H394718	9.05000	1,821,512
12 091608	346,623.0000	PUT RT PUR PRD KAISER GROUP	483058110	402,500.0000	3,642,625
12 091608	75,745.0000	COH 144A	K002715	0.00000	0
12 091608	53,071.0000	LEHMAN BROS HLDS INC	K003938	51,750.0000	0
12 091608	134,259.0000	DEP SH REPSTG 1/100TH 7.95%	52520W1170	0.00000H	0
12 091608	1,341,254.0000	PRIN PROTECTED SECS ACCREDITED	L008500	2,718,868.0000	0
12 091608	11,483,635.0000	NEENAH ENTERPRISES INC	55261B2020	0.11000H	4,893
12 091608	53,071.0000	WTS NEENAH ENTERPRISES INC	M014518	0.00000H	0
12 091608	70,964,707.0000	PATENT LITIGATION TR	64007P1030	2,000,000.0000	0
12 091608	134,259.0000	BENEFICIAL TRUST INTERESTS	N009197	1.55000H	537,265
12 091608	1,341,254.0000	MMPT SIERAD PRODUCE TBK	64007P1110	346,623.0000	537,265
12 091608	11,483,635.0000	SHS SERIES A	N009546	0.00000	0
12 091608	1,341,254.0000	Pct INC	7030441070	75,745.0000	0
12 091608	1,341,254.0000	MMRETAIL HOLDINGS N V	P011578	0.00050H	26
12 091608	1,341,254.0000	SUNSHINE MNG & REFINO COMPANY	V7144Y1340	53,071.0000	26
12 091608	1,341,254.0000	PAR 70.01	P017046	0.00532H	377,532
12 091608	1,341,254.0000		N741081060	70,964,707.0000	377,532
12 091608	1,341,254.0000		P019436	134,259.0000	535,693
12 091608	1,341,254.0000		R005483	8.00000H	402,777
12 091608	1,341,254.0000		S011728	1,341,254.0000	10,730,032
12 091608	1,341,254.0000			0.00000H	0
12 091608	1,341,254.0000			11,483,635.0000	0

BRR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93764	
732-40125	RR: H01 STONEHILL	CURR-CODE: 000					
TC LDA	LDNG/SHORT(-)	SECURITY DESCRIPTION		CUSIP/SEC		PRICE	
12 092607	5,000.0000	MMSIDEX CREDITOR TRUST		G611701240		0.00000H	
12 031808	233,100.0000	TR CTF SER B		S015075 SB		5,000.0000	
12 091708	9,200.0000	SDFX INTERACTIVE INC		88553X1030		0.01700H	
12 031808	244,444.0000	NEW		T001116 SB		233,100.0000	
12 031808	13,000,000.0000	MNTTRANSOCEAN INC		G900731000		125.40000H	
12 090908	45,471.0000	COM 144A		T010389 SB		9,200.0000	
12 091608	92,000.0000	MNTTHUNDERBIRD RESORTS INC		88605P1060		0.00000H	
12 091608	187.0000	MNTTELEGLOBE CANADA INC		T010488 SB		244,444.0000	
12 091608	201,455.0000	TEMP 8Z 10/23/2026		87961T9720		0.00000	
12 091608	5,520.0000	MNTTHUNDERBIRD RESORTS INC		T106832 SB		13,000,000.0000	
12 091608	2,091,544.0000	NEW		G865761060		5.50000H	
12 091608	120,000.0000	US AIRWAYS GROUP INC		T106117 SB		45,471.0000	
12 091608	5,520.0000	MNTVIA TEL HOLDING BERMUDA		90361W1060		7.91000	
12 091608	201,455.0000	LIMITED NEW		U003620 SB		92,000.0000	
12 091608	5,520.0000	MNTWATTEL HOLDING BERMUDA		G934471110		1.00000H	
12 091608	2,091,544.0000	MNTWATTEL WIRELESS		V006215 SB		187.0000	
12 091608	120,000.0000	WASHINGTON MUTUAL INC		V006215 SB		0.00000	
12 091608	5,520.0000	7.75% SERIES R NON CUMULATIVE		W003885 SB		201,455.0000	
12 091608	2,091,544.0000	FACS REV DELTA AIRLINES INC		9393228140		1,849,200	
12 091608	5,520.0000	NEW YORK N Y CITY INDL DEV AGY		W005336 SB		5,520.0000	
12 091608	120,000.0000	SPL FAC REV NORTHWEST AIRLINES		9891391000		1,024,856	
12 091608	500,000.0000	DUE 05/01/2013 5.300Z		Y001713 SB		0.00000	
12 091608	7,600,000.0000	SPL FAC REV NORTHWEST AIRLINES		38BWTX8 SB		120,000.0000	
12 091608	195,294.0000	CALIFORNIA STATEWIDE CRNTYS		64999BUL90		0.00000	
12 091608	5,500,000.0000	DUE 06/01/2027 6.000Z		38BZCT2 SB		500,000.0000	
12 091608	5,500,000.0000	DUE 10/01/2034 5.625Z		13077Y9A60		4.00000H	
12 091608	5,500,000.0000	MOBILE ALA INDL DEV BRD SOLID		3006857 SB		7,600,000.0000	
12 091608	5,500,000.0000	WSTE DISP RV REF-MOBILE ENERGY		607168AY70		0.00000H	
12 091608	5,500,000.0000	CIT GROUP INC		3661670 SB		195,294.0000	
12 091608	5,500,000.0000	MEDIUM TERM SR NTS		12560PEA50		99.31400H	
12 091608	5,500,000.0000	DUE 10/27/2008 2.905Z		58B0TK4 SB		5,462,270	
12 091608	5,500,000.0000					1,630,681	

[illegible]

BMR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 95766	
732-40125	RR: H&I STONEHILL	OFFSHORE	CURR-CODE: 000	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
TC LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC				
12 080408	26,875,000.0000	RESIDENTIAL CAP LLC	76114AE20	62.00000H	16,662,500	16,662,500	
		SR SECD NT	5BDQMP4 SB	26,875,000.0000			
061308	4,600,000.0000	DUE 05/15/2010 8.500%	05431AJM00	0.00000	0	0	
		STANFIELD VICTORIA FIN LTD	5BDHSQ5 SB	4,600,000.0000			
12 090208	7,625,000.0000	MEDIUM TERM NTS144A 3C7					
		DUE 01/25/2008					
		CAPMARK FINL GROUP INC SR NT	140661AD10	76.93300	5,866,141	1,759,842	
		FLT 10	5BDKTR1 SB	7,625,000.0000			
081108	2,294,000.0000	DUE 05/10/2010 3.452%	98951UAJ50	0.00000H	0	0	
		ZIFF DAVIS MEDIA INC	5BDNVY1 SB	2,294,000.0000			
		SR SECD NT FLTG RATE NEW					
071808	9,085,000.0000	DUE 05/01/2012	989ESC9910	0.00000H	0	0	
		ZIFF DAVIS MEDIA INC	5BDNVZ6 SB	9,085,000.0000			
		SR SECD NT - ESCROW CUSIP -					
081208	201,000.0000	DUE 05/01/2012	612MTIA90	0.00000	0	0	
		MONTANA POWER CO	5BDQMJ0 SB	201,000.0000			
		- TENDER OFFER -					
080808	340,000.0000	DUE 12/21/2026	612MTI9C40	0.00000	0	0	
		MONTANA POWER CO	5BDQNT2 SB	340,000.0000			
		- CONTRA CUSIP -					
082008	197,000.0000	DUE 12/23/2026	612MTI9860	0.00000	0	0	
		MONTANA POWER CO	5BDQPD8 SB	197,000.0000			
		- TENDER OFFER -					
081108	11,676,000.0000	DUE 12/20/2006	66899ABG60	0.00000	0	0	
		CB NORTHWESTERN CORP	5BDQSC5 SB	11,676,000.0000			
		- CONTRA CUSIP -					
082008	16,863,000.0000	DUE 03/15/2007 7.875%	66899ABF80	0.00000	0	0	
		NORTHWESTERN CORPORATION	5BDRLG4 SB	16,863,000.0000			
		SENIOR DEBENTURE					
081108	7,528,000.0000	DUE 11/15/2028 6.950%	66899ABH40	0.00000	0	0	
		NORTHWESTERN CORP	5BDXBS2 SB	7,528,000.0000			
		- CONTRA CUSIP -					
091208	4,950,000.0000	DUE 03/15/2012 8.750%	926EGDAL30	0.00000	0	0	
		VICTORIA FIN LTD 144A VR	5BFRPV0 SB	4,950,000.0000			
		090908-121208					
091208	1,100,000.0000	DUE 12/12/2006	926EGDAF60	0.00000	0	0	
		VICTORIA FIN LTD 144A VR	5BFRBQ5 SB	1,100,000.0000			
		090908-021709					
081808	4,644,999.0000	DUE 02/17/2009	393505UY60	0.00000H	0	0	
		GREEN TREE FINL CORP	5C4B250 SB	4,644,999.0000	AMORTIZED AMOUNT	2614,367.94	
		SER 1997-4 HFO HSG SR/SUB					
		DUE 02/15/2029 7.750%					

BHR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		PAGE 93767	
732-40125	RR: H01 STONEHILL	SECURITY DESCRIPTION	CURR-CODE: 000	09/19/08	
TE LDA	LONG/SHORT(-)	CORPORATION MTGPC/SERIES	CUSTP/SEC	PRICE	MARKET VALUE
12 031808	795,000.0000	SECURITIZED MULTIPLE ASSET	593505YC00	0.00000H	MARGIN REQUIREMENT
		RATED TR ASSET BKD NT	5C68202 SB	795,000.0000	446,349.60
12 031808	14,000,000.0000	GLOBAL RATED ELIGIBLE ASSET	81375BAN20	0.00000H	0
		TR CL A2	5C60831 SB	14,000,000.0000	0
12 031808	31,643,000.0000	GLOBAL RATED ELIGIBLE ASSET	5C64242 SB	0.00000H	0
		GLOBAL RATED ELIGIBLE ASSET	5C64242 SB	31,643,000.0000	0
12 031808	12,362,000.0000	GLOBAL RATED ELIGIBLE ASSET	5C64936 SB	0.00000H	0
		SERIES 1998-A CL-A2	70557RAA80	12,362,000.0000	0
12 031808	1,000,000.0000	SECURITIZED MULTIPLE ASSET	5E11267 SB	0.00000H	0
		SECURITIZATION IIASTBK/SERIES	81375BAW40	1,000,000.0000	0
12 031808	30,068,000.0000	SECURITIZED MULTIPLE ASSET	5E12094 SB	0.00000H	0
		SERIES 1997-6 CL A-1	5E12094 SB	30,068,000.0000	0
12 031808	4,025,000.0000	GLOBAL RATED ELIGIBLE ASSET	5F23941 SB	4,025,000.0000	1,900,914
		GLOBAL RATED ELIGIBLE ASSET	5F23941 SB	4,025,000.0000	3590,832.14
12 031808	8,947,000.0000	RESIDENTIAL FDE MTG SECS II	76110VSD20	99.65760H	1,423,689
		SERIES 2005-HS2 CLASS A-1-1	5F99267 SB	8,947,000.0000	1420,580.64
12 031808	2,990,000.0000	RESIDENTIAL FDE MTG SECS II	76110VTD00	70.04400H	2,094,315
		SERIES 2006-HS1 CLASS A-2	5106641 SB	2,990,000.0000	2,094,315
12 031808	2,150,000.0000	CHMREQ HOME EQUITY LOAN TRUST	126685DW30	78.56092H	1,689,059
		MTGPC/SERIES 2006-S2 A-2-VAR	5119024 SB	2,150,000.0000	1,689,059
12 031808	9,200,000.0000	CHMREQ HOME EQUITY LOAN TRUST	126685DX10	41.12617H	3,783,607
		MTGPC/SERIES 2006-S2 A-3-VAR	5119025 SB	9,200,000.0000	3,783,607
12 031808	6,836,750.0000	CHMACH HOME EQUITY LN TR	5139489 SB	57.55283H	3,934,743
		SERIES 2006-HE3 CLASS A2	5139489 SB	6,836,750.0000	3,934,743
12 031808	1,725,000.0000	CHMACH HOME EQUITY LOAN TRUST	380127AD40	83.11753H	1,433,777
		MTGPC/SERIES 2006-HE3 A-4-VAR	5141557 SB	1,725,000.0000	1,433,777
12 031808	4,070,000.0000	COUNTRYWIDE ASSET BK CERT	126684AC30	87.26355H	3,551,626
		SERIES 2006-2N CLASS A3	5143662 SB	4,070,000.0000	3,551,626

CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 95768	
732-40125	RR: H81 STONEHILL	OFFSHORE	CURR-CODE: 000	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
TC LOA	18,501,000.0000	SECURITY DESCRIPTION	CUSIP/SEC	0.0000H	0	0	
12 031808		PAP HEALTHCARE CORPORATION	693344AC70				
		SUB DEB CV	5002347 SB	18,501,000.0000			
092607	10,815,000.0000	DUE 12/15/2002	6.500%				
082208	1,450,000.0000	MEMPOLLY PECK INTERNATIONAL	671564H20	0.0000H	0	0	
		DUE 01/03/1997	8.750%				
		ESC CDMDISCD INC	5018341 SB	10,815,000.0000			
		NOTE - ESCROW -	2003368890	0.0000H	0	0	
		DUE 01/15/2003	6.125%				
12 121807	3,000,000.0000	IONICA PLC	5030910 SB	1,450,000.0000			
		SR NOTE	462213A480	0.0000H	0	0	
031808	11,530,000.0000	DUE 08/15/2006	13.500%				
		ESC KITTY HAWK INC	5033225 SB	3,000,000.0000			
		SR SEC'D NTS	4983269C30	0.0000H	0	0	
0931808	966,000.0000	DUE 11/15/2004	9.950%				
		WOLVERINE TUBE INC	5037926 SB	11,530,000.0000			
		SENIOR NOTE SER B	978093AE20	92.0000H	888,720	888,720	
031808	2,540,000.0000	DUE 06/01/2009	10.500%				
		CENTRAL TRACTOR FARM & COUNTRY	5042652 SB	966,000.0000			
		INC SR NOTE	155560AA30	0.0000H	0	0	
031808	3,000,000.0000	DUE 06/01/2007	10.625%				
		IONICA PLC	5046016 SB	2,540,000.0000			
		SENIOR DISC NOTES	462213AK50	0.0000H	0	0	
031808	1,650,000.0000	DUE 05/01/2007	15.000%				
		KEY PLASTICS INC	5051503 SB	3,000,000.0000			
		SR SUB NOTE SER B	493137AD50	0.0000H	0	0	
031808	500,000.0000	DUE 03/15/2007	10.250%				
		PRATAMA DATACOM ASIA	5065089 SB	1,650,000.0000			
		ACCREDITED INVS	739731AB30	0.0000H	0	0	
031808	18,880,000.0000	DUE 07/15/2005	12.750%				
		ENERGY GROUP OVERSEAS BV	5070317 SB	500,000.0000			
111607	30,633,000.0000	DUE 10/15/2017	7.425%				
		ENERGY GROUP OVERSEAS BV	292689AD80	32.5000H	9,955,725	3,063,300	
033108	10,350,000.0000	DUE 10/15/2027	7.550%				
		MRG ENERGY INC	5071495 SB	30,633,000.0000			
		SR NOTE	629377AD40	0.0000H	0	0	
		DUE 06/15/2007	7.500%				
		READ RITE CORP	5075991 SB	34,450,000.0000			
		CONV SUB NOTES	755246AA30	0.0000H	0	0	
		DUE 09/01/2004	6.500%				

BMR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93769	
732-40125	RR: H81 STONEHILL	OFFSHORE	CURR-CODE: 000				
12 012908	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
031808	5,550,000.0000	MMSSOUTHEAST BANKING CORP STAMPED CERTIFICATES	MMSS0935970 5093597 SB	0.00000 5,550,000.0000	0	0	
031808	7,125,000.0000	VENTURE HOLDINGS TRUST SR NOTE SER B	92326YAD10 5102085 SB	0.00000H 7,125,000.0000	0	0	
111607	20,005,000.0000	LIVENT INC SR NTS	537902AC20 5109706 SB	0.00000 20,005,000.0000	0	0	
031808	70,000,000.0000	CELLNET DATA SYS INC SENIOR DISC NOTE	15115MAL50 5109824 SB	0.00000H 70,000,000.0000	0	0	
031808	3,092,000.0000	DELTA MILLS INC SR NOTE SER B	247701AB10 5115626 SB	0.00000H 3,092,000.0000	0	0	
031808	5,004,000.0000	DUE 09/01/2007 DRYERS CORP SR NTS	262497AG50 5123009 SB	0.00000H 5,004,000.0000	0	0	
092607	2,410,000.0000	DUE 06/15/2007 MMSSOUTHEAST BANKING CORP	XX51233170 5123317 SB	0.00000 2,410,000.0000	0	0	
031808	14,153,000.0000	EURO 0-CPN STAMPED CERT DUE 12/18/1996 KELSTRON INDS INC	468035AC00 5125334 SB	0.00000H 14,153,000.0000	0	0	
091708	12,650,000.0000	SUB NTS CONV DUE 10/15/2002 CALPINE CONSTRUCTION FINANCE	13134YAA50 5128805 SB	107.50000H 12,650,000.0000	13,598,750	6,119,437	
092607	16,090,000.0000	CO L P / CORP 2ND PRIORITY DUE 08/26/2011 MMPOLLY PECK INTL					
031808	1,000,000.0000	FINANCE CHF DUE 03/20/2049 IRIDIUM LLC CORP	671536AF60 5131393 SB	0.00000H 16,090,000.0000	0	0	
092607	56,450,000.0000	SR NOTE SER C DUE 07/15/2005 MMRSL COMMUNICATIONS	462691AA60 5132068 SB	0.00000H 1,000,000.0000	0	0	
031808	24,440,000.0000	GLOBAL USD DUE 03/15/2006 KELSTRON INDS INC	677035AD70 5142263 SB	0.00000H 56,450,000.0000	0	0	
031808	83,989,000.0000	CONV SUB NOTES DUE 06/15/2003 PSINET INC	468035AE60 5142368 SB	0.00000H 24,440,000.0000	0	0	
		SENIOR NOTES SER B DUE 02/15/2005	74437CAB70 5142821 SB	0.00000H 83,989,000.0000	0	0	
					AUTHORIZED AMOUNT	72186,756.53	



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732-40125	RR: H81 STONEHILL	SECURITY DESCRIPTION	CURR CODE: 000	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
TC LDA	LONG/SHORT(-)	INSILCO HOLDING CO		457661AA0	0.00000H	0	0
12 031808	8,250,000.0000	SR DISC NT		5143514	8,250,000.0000	0	0
12 092507	16,275,000.0000	DUE 08/15/2008 14.000%		H7110NAD50	12.17100H	1,980,830	594,249
12 031808	24,385,000.0000	SRMS-AIR GROUP		5144489	16,275,000.0000	0	0
12 031808	27,500,000.0000	DUE 07/07/2005 0.125%		74972EAC20	0.00000H	0	0
12 031808	100,930,000.0000	SR NTS		5145204	24,385,000.0000	0	0
12 031808	50,420,000.0000	DUE 03/01/2008 9.125%		12542AAB30	0.00000H	0	0
12 031808	6,705,304.0000	CHS ELECTRONICS INC		5147251	27,500,000.0000	0	0
12 031808	23,417,000.0000	SENIOR NOTES		15133CAC50	0.00000H	0	0
12 031808	76,891,000.0000	DUE 04/15/2005 9.875%		5150557	100,930,000.0000	AMORTIZED AMOUNT 89870,352.00	0
12 031808	25,057,250.0000	SENIOR SECND NOTE		302080AB50	0.00000H	0	0
12 031808	19,560,000.0000	DUE 12/01/2007 11.000%		5156280	50,420,000.0000	0	0
12 031808	34,270,000.0000	EXODUS COMMUNICATIONS INC		963150AA50	53.75000H	3,604,100	1,081,230
12 031808	23,417,000.0000	SR NTS		5169853	6,705,304.0000	0	0
12 031808	76,891,000.0000	WHEELING PITTSBURGH STL CORP		786490AA30	0.00000H	0	0
12 031808	25,057,250.0000	SR SECND NT		5173374	34,270,000.0000	0	0
12 031808	19,560,000.0000	DUE 08/01/2010 6.000%		629377AM20	0.00000H	0	0
12 031808	34,270,000.0000	SAFETY KLEEN SERVICES INC		5174451	25,057,250.0000	0	0
12 031808	23,417,000.0000	SR SUB NOTE		N5639BA60	0.00000H	0	0
12 031808	76,891,000.0000	DUE 06/01/2008 9.250%		5196207	23,417,000.0000	0	0
12 031808	19,560,000.0000	NRG ENERGY INC		74437CAD30	0.00000H	0	0
12 031808	23,417,000.0000	SENIOR DEB		5200900	76,891,000.0000	AMORTIZED AMOUNT 65681,945.35	0
12 031808	76,891,000.0000	DUE 05/15/2006 6.500%		92923CAM60	39.00000H	7,628,400	7,628,400
12 031808	23,417,000.0000	MM&S-AIR GROUP FINANCE B V		5214313	19,560,000.0000	0	0
12 031808	76,891,000.0000	DUE 06/08/2006 4.375%		81375BAJ10	0.00000H	0	0
12 031808	19,560,000.0000	PSINET INC		5216675	27,850,000.0000	0	0
12 031808	23,417,000.0000	SR NTS		629377AE20	0.00000H	0	0
12 031808	76,891,000.0000	DUE 11/01/2008 11.500%		5219666	34,450,000.0000	0	0
12 031808	23,417,000.0000	MCI COMMUNITIES INC					
12 031808	76,891,000.0000	CONV SENIOR SUB NOTE					
12 031808	19,560,000.0000	DUE 10/01/2013 7.875%					
12 031808	23,417,000.0000	SECURITIZED MULTIPLE ASSET					
12 031808	76,891,000.0000	RATED TR 1997-5 ASSET BACKED					
12 031808	19,560,000.0000	DUE 06/15/2005 7.720%					
12 031808	23,417,000.0000	NRG ENERGY INC					
12 031808	76,891,000.0000	SR NOTE					
12 031808	19,560,000.0000	DUE 06/01/2009 7.500%					

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732-40125 RR: H&I STONEHILL		CURR-CODE: 000		PRICE		MARKET VALUE	
TC LDA LONG/SHORT(-)		SECURITY DESCRIPTION		CUSIP/SEC		MARGIN REQUIREMENT	
12	031808	6,800,000.0000	CONSUMER PACKAGING INC	21061PAD00	0.00000H	0	0
			SR NOTE	5220319 SB	8,800,000.0000	0	0
			DUE 02/01/2007				
12	031808	23,300,000.0000	INSILCO CORP	457659AH20	0.00000H	0	0
			SR SUB NOTE SER-B	5223763 SB	23,300,000.0000	0	0
			DUE 08/15/2007				
12	092607	23,420,000.0000	MMPOLLY PECK INTL FINANCE LTD	071536AB50	0.00000H	0	0
			DUE 11/19/1990	5225032 SB	23,420,000.0000	0	0
			MCI COMMUNITIES INC	92923CAK00	33.00000	2,233,770	670,131
			CONV	5225280 SB	6,769,000.0000		
12	081308	6,769,000.0000	DUE 08/05/2023				
			MMSSEA HOLDINGS	XMS2296010	0.00000H	0	0
			DUE 07/13/2049	5229681 SB	5,700.0000	0	0
12	092607	5,700.0000	MMPERGRINE INVEST HOLDINGS LTD	XMS2299550	0.00000H	0	0
			BUDGET GROUP INC	5229955 SB	2120,000,000.0000	0	0
			SR NTS	119003AF80	0.00000	0	0
12	031808	6,395,000.0000	DUE 04/01/2006	5230760 SB	6,395,000.0000	0	0
			TELEGLOBE INC	87941TAD70	0.00000H	0	0
12	031808	26,335,000.0000	GTD DEB	5231755 SB	26,335,000.0000	0	0
			DUE 07/20/2009				
12	031808	53,161,000.0000	TELEGLOBE INC	87941TAE50	0.00000H	0	0
			DEB	5231763 SB	53,161,000.0000	0	0
			DUE 07/20/2029				
12	031808	79,740,000.0000	GLOBAL RATED ELIGIBLE ASSET TR	37937MAD10	0.00000H	0	0
			1998-A ASSET BACKED NT A-3	5233639 SB	79,740,000.0000	0	0
			DUE 01/15/2002				
12	092607	7,000,000.0000	SFC NEW HLDS INC	784123AF80	0.00000H	0	0
			SR SUB NT	5237126 SB	7,000,000.0000	0	0
			DUE 08/15/2003				
12	031808	18,600,000.0000	SECURITIZED MULTIPLE ASSET	01375BKK80	0.00000H	0	0
			RATED TR 1997-5ASSET BACKED	5245527 SB	18,600,000.0000	0	0
			DUE 03/15/2005				
12	031808	4,000,000.0000	GST NETWORK FUNDING INC	36228VAC90	0.00000	0	0
			SENIOR DISC NOTE	5246447 SB	4,000,000.0000	0	0
			DUE 05/01/2008				
12	031808	3,215,000.0000	CARRIER INTL S A	144500AC90	0.00000H	0	0
			SR NOTE SER B	5247801 SB	3,215,000.0000	0	0
			DUE 02/15/2009				

LT	LDA	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
12	031808	49,600,000.0000	IT GROUP INC SENIOR SUB NOTE SER B DUE 04/01/2009 11.250%	465266ACB0 5249169 SB	0.0000H 49,600,000.0000	0	0
12	031808	2,270,000.0000	MMARS-AIR GROUP FIN DUE 11/15/2004 7.500%	XX52526290 5252629 SB	0.0000H 2,270,000.0000	0	0
12	031808	173,811,000.0000	PSINET INCORPORATED SR NT DUE 08/01/2009 11.000%	63363VAB30 5253156 SB	0.0000H 173,811,000.0000	0	0
12	061808	4,350,000.0000	VOSEKTE SECURITIES TRUST I 99-A LINKED ENRON OBLIG LEADS DUE 11/15/2004 8.250%	997406AA30 5253212 SB	0.0000H 4,350,000.0000	0	0
12	071008	52,619,000.0000	FRIEDE GOLDMAN INTL INC SUB NT CV DUE 09/15/2004 4.500%	358430AA40 5253291 SB	0.0000H 52,619,000.0000	0	0
12	071008	4,100,000.0000	MMPSINET INC SER EUR SR NOTES EURO SER DUE 08/01/2009 11.000%	XX52536090 5253609 SB	0.0000H 4,100,000.0000	0	0
12	071008	11,717,000.0000	RESIDENTIAL CAP CORP NT 7.375% ON 08/18/2007	76113BAF60 5259929 SB	21.0000H 11,717,000.0000	2,460,570	2,460,570
12	031808	34,039,000.0000	EXODUS COMMUNICATIONS INC SR NT DUE 12/15/2009 10.750%	30208BAH20 5261713 SB	0.0000H 34,039,000.0000	0	0
12	031808	11,475,000.0000	VENTURE HOLDINGS TRUST DUE 06/01/2007 11.000%	92326YAF60 5261756 SB	0.0000H 11,475,000.0000	0	0
12	040708	67,826,000.0000	WORLD ACCESS INC SENIOR NOTES DUE 01/15/2008 13.250%	98141AAD30 5262134 SB	0.0000H 67,826,000.0000	0	0
12	042208	1,840,000.0000	SIM CORP MEDIUM TERM NTS DUE 07/27/2009 2.940%	78442FDQ80 5262964 SB	94.85714H 1,840,000.0000	1,745,371	523,611
12	0311607	4,037,000.0000	TXU EASTERN FUNDING CO GTD SR NT GRC CPH 6.45000	873169AF30 5264215 SB	0.0000H 4,037,000.0000	0	0
12	0311607	8,650,000.0000	TXU EASTERN FUNDING CO GTD SR NOTE DUE 05/15/2009 6.750%	873169AJ50 5264525 SB	0.0000H 8,650,000.0000	0	0
12	092607	400,000.0000	MMINORAYON INTL FINANCE USD DUE 03/29/2001 10.000%	Y3902EAA60 5272401 SB	0.0000H 400,000.0000	0	0

BMR56 CLIENT 012		RR: H81 STONEHILL		OFFSHORE		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93773	
732-40125		LONG/SHORT(-)		SECURITY DESCRIPTION		CURR-CODE: 000					
10 LDA		26,400,000.0000		CONTINENTAL AIRLINES INC SR		CUSIP/SEC		PRICE		MARKET VALUE	
12 031808				NOTES GTO-REG-ESCROW		2107959040		0.0000H		0	
				DUE 03/15/1997		5272505		26,400,000.0000		0	
				PSINET INC		74437CAG60		0.0000H		0	
				SR NOTE		527979		133,370,000.0000		AMORTIZED AMOUNT 116603,283.75	
				DUE 12/01/2006		69143JAE00		0.0000H		0	
				MMSTXU EASTERN FUNDING		5275991		300,000.0000		0	
				DUE 03/08/2030		XX52772070		0.0000		0	
				MMPSINET INC		5277207		48,443,000.0000		0	
				EURO SERIES							
				DUE 12/01/2006		54986QA50		0.0000		0	
				LUKENS INC		5278012		2,250,000.0000		0	
				MEDIUM TERM NOTES							
				DUE 02/01/2006		63944MA50		0.0000H		0	
				MMRGD BONDHOLDER TRUST		5281808		4,218,0000		0	
				OFFSHORE TR CTF REG S							
				DUE 03/31/2000		361881AA30		0.0000H		0	
				GRD BONDHOLDER TRUST		5282351		100.0000		0	
				OFFSHORE TR CTF 144A							
				DUE 03/31/2000							
				ETOYS INC							
				CONV SUB NOTE							
				DUE 12/01/2004		297662AB00		0.0000		0	
				MMMS-AIR GROUP		5294718		5,985,000.0000		0	
				DUE 11/04/2004		XX52964570		0.0000H		0	
				COLOR TILE INC SR NT		5296457		1,850,000.0000		0	
				DUE 12/15/2001		196267AD00		0.0000H		0	
				MMRG ENERGY INC		5307531		3,262,000.0000		0	
				DUE 09/15/2010		629377AG70		0.0000		0	
				EAGLE GEOPHYSICAL INC		5310622		23,850,000.0000		0	
				SR NT SER B - ESCROWED-		2695249C00		0.0000H		0	
				DUE 07/15/2008		5310626		15,218,000.0000		0	
				MTS INC							
				SR SUB NOTE							
				DUE 03/19/2009		55376WAD10		0.0000		0	
				ENRON CORP		5322253		4,036,450.0000		0	
				PRIVATE PLACEMENT							
				DUE 06/15/2005		29367YAA10		0.0000H		0	
				RSL COMMUNICATIONS PLC		5324524		9,213,000.0000		AMORTIZED AMOUNT 6632,928.40	
				GRD US\$ SR NT		74972EAA80		0.0000		0	
				DUE 03/01/2010		5325546		18,635,000.0000		0	

BMRS6	CLIENT 012	MARGIN ACTIVITY STATEMENTS			09/19/08	PAGE 93774
732-40125	RR: H81 STONEHILL	OFFSHORE	CURR-CODE: 000			
12 092507	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT
12 092507	7,000,000.0000	WARRSL COMMUNICATIONS PLC	07702XAC00	0.00000H	0	0
12 031808	17,000,000.0000	DUE 03/01/2010 12.875%	5326574 SB	7,000,000.0000	0	0
12 092507	31,627,000.0000	GT GROUP TELECOM INC	362359AC50	0.00000H	0	0
12 092507	1,250,000.0000	SENIOR DISC EXCH NOTES	5329921 SB	17,000,000.0000	0	0
12 092507	1,250,000.0000	DUE 02/01/2010 13.250%	M56398AC20	0.00000H	0	0
12 092507	1,250,000.0000	WMSAIRGROUP FINANCE	5332712 SB	31,627,000.0000	AMORTIZED AMOUNT	29254,975.00
12 080508	15,105,000.0000	DUE 10/06/2010 6.625%	073665AA10	0.00000	0	0
12 072208	4,975,000.0000	WMPASHINCO FINANCE LTD	5334867 SB	1,250,000.0000	0	0
12 092507	1,320,000.0000	EURO MEDIUM TERM NOTE	92923CAP90	40.00000H	5,242,000	5,242,000
12 092507	1,320,000.0000	DUE 02/10/2003	5337735 SB	13,105,000.0000	0	0
12 092507	1,320,000.0000	WCI CMNTYS INC	112013AB30	67.50000H	3,358,125	3,358,125
12 092507	1,320,000.0000	SR SUB NT	5341743 SB	4,975,000.0000	0	0
12 092507	1,320,000.0000	DUE 03/15/2015 6.625%	V65509AB30	0.00000H	0	0
12 092507	1,320,000.0000	BRODER BROS CO	5341886 SB	1,320,000.0000	AMORTIZED AMOUNT	1294,075.46
12 092507	1,320,000.0000	SR NOTE	XX53426960	0.00000H	0	0
12 092507	1,320,000.0000	DUE 10/15/2010 11.250%	5342696 SB	3,600,000.0000	AMORTIZED AMOUNT	3047,581.00
12 092507	1,320,000.0000	WMMULIAKERARAK FINANCE LTD	302088AN90	0.00000	0	0
12 092507	1,320,000.0000	SENIOR B VAR RT	5343324 SB	13,650,000.0000	0	0
12 092507	1,320,000.0000	DUE 10/31/2007	G9143RAA00	0.00000H	0	0
12 092507	1,320,000.0000	WMMEXODUS COMMUNICATIONS	5346617 SB	8,503,000.0000	0	0
12 092507	1,320,000.0000	SENIOR NOTES	302088AL30	0.00000H	0	0
12 092507	1,320,000.0000	DUE 12/15/2009 10.750%	5355200 SB	164,013,000.0000	AMORTIZED AMOUNT	123370,175.12
12 092507	1,320,000.0000	WMMEXODUS COMMUNICATIONS	V65509AA50	0.00000H	0	0
12 092507	1,320,000.0000	SENIOR NOTES	5355724 SB	6,045,389.0000	0	0
12 092507	1,320,000.0000	DUE 07/15/2008 11.375%	370425RU60	62.78500	3,107,857	1,398,535
12 092507	1,320,000.0000	WMMTXU EUROPE FUNDING LTD	5356646 SB	4,950,000.0000	0	0
12 092507	1,320,000.0000	EURO ISSUE	40065L9A10	0.00000H	0	0
12 092507	1,320,000.0000	DUE 11/30/2005 7.000%	5358558 SB	2,925,000.0000	0	0
12 092507	1,320,000.0000	EXODUS COMMUNICATIONS INC				
12 092507	1,320,000.0000	US\$ SR NT				
12 092507	1,320,000.0000	DUE 07/15/2010 11.625%				
12 092507	1,320,000.0000	WMMULTIALERARAK FINANCE LTD				
12 092507	1,320,000.0000	SENIOR A VAR RATE				
12 092507	1,320,000.0000	DUE 10/31/2007 7.187%				
12 092507	1,320,000.0000	GENERAL MOTORS ACCEPTANCE CORP				
12 092507	1,320,000.0000	GLOBAL NOTES				
12 092507	1,320,000.0000	DUE 03/02/2011 7.250%				
12 092507	1,320,000.0000	ESCROW GUANGDONG INTL TR & INVT 144A				
12 092507	1,320,000.0000	DUE 11/15/2020 6.750%				

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32-40125	RR: H01 STONEHILL	OFFSHORE	CURR-CODE: 000	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
2	32-40125	SECURITY DESCRIPTION	CUSIP/SEC	0.00000H	0	0	
2	031808	ESCROW GUANGDONG INTL TR & INV 4006519890	5359457 SB	3,300,000.0000	0	0	
2	031808	144A DUE 10/24/2016 8.750%	04518GAB70	0.00000H	0	0	
2	031808	SR NT MMSASIA GLOBAL CROSSING LTD	5362572 SB	42,129,000.0000	AMORTIZED AMOUNT	34640,153.59	
2	031808	DUE 10/15/2010 13.375%	629377AL60	0.00000	0	0	
2	031808	NRG ENERGY INC	5368394 SB	63,600,000.0000	0	0	
2	031808	BONDS DUE 04/01/2031 8.625%	629377AK80	0.00000H	0	0	
2	031808	NRG ENERGY INC	5368395 SB	23,850,000.0000	0	0	
2	031808	NOTES DUE 04/01/2011 7.750%	339130AP10	0.00000H	0	0	
2	031808	FLEMING COS INC	5370856 SB	1,185,000.0000	AMORTIZED AMOUNT	1109,445.69	
2	031808	NFS DUE 04/01/2008 10.125%	125581AV00	91.57100	1,510,921	453,276	
2	031808	CIT GROUP INC NEW	5381485 SB	1,650,000.0000	0	0	
2	031808	SR NT DUE 01/30/2009 2.946%	G7111WAA10	0.00000H	0	0	
2	031808	MMPW INVESTMENT FINANCE CU	5395354 SB	26,310,000.0000	0	0	
2	031808	REG S DUE 12/01/2000 4.500%	Q36895AB80	0.00000	0	0	
2	031808	MMHIN WINTERTHUR UNDERWAGY	5404497 SB	1,740,000.0000	0	0	
2	031808	SVC LTD EURO MEDIUM TERM NOTE	59832WAE90	102.73200H	964,914	964,914	
2	031808	DUE 05/16/2003 5.987%	5406872 SB	2,625,000.0000	AMORTIZED AMOUNT	939,254.11	
2	031808	MIDWEST GENERATION LLC	2338609B30	0.00000	0	0	
2	031808	PASSTHRU CTF SER-A	5430398 SB	742,000.0000	0	0	
2	031808	DUE 07/02/2009 8.300%	H83970BD60	0.00000H	0	0	
2	031808	DAIRY MART CONVENIENCE STORES	5435819 SB	10,000,000.0000	0	0	
2	031808	INC - ESCROW -	29357VAD50	0.00000	0	0	
2	031808	DUE 03/15/2004 10.250%	5442794 SB	1,000,000.0000	0	0	
2	031808	MMSSWISSAIR CORP	U29302AJ20	0.00000H	0	0	
2	031808	DUE 04/12/2005 6.250%	5445610 SB	213,000,000.0000	0	0	
2	031808	ENRON CREDIT LINKED NOTES TR	U29302AG60	0.00000H	0	0	
2	031808	STERLING6 CREDIT LINKED NOTE	5446359 SB	300,000,000.0000	0	0	
2	031808	DUE 05/24/2006 7.250%					
2	031808	MMENRON CORP					
2	031808	EURO DEB					
2	031808	DUE 06/18/2004 0.970%					
2	031808	MMENRON CORP					
2	031808	DUE 06/15/2003 0.678%					

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732-40125 RR: H01 STONEHILL			CURR-CODE: 000					
LC LDA LONG/SHORT(-)			SECURITY DESCRIPTION		PRICE		MARKET VALUE	
12 092607 8,975,000.0000			SECURITY PECK INTL		0.00000H		0	
12 092507 795,000.0000			DUE 01/04/2005 7.250%		8,975,000.0000		0	
12 092507 2,265,000.0000			DUE 02/02/2007 4.250%		0.00000H		0	
12 092607 29,165,000.0000			DUE 07/30/2004 2.750%		0.00000H		0	
12 092607 15,535,000.0000			DUE 08/13/1992 6.000%		0.00000H		0	
12 092607 28,240,000.0000			DUE 09/20/1994 5.625%		0.00000H		0	
12 031808 7,000,000.0000			DUE 04/07/1993 5.750%		0.00000H		0	
12 073008 14,645,000.0000			DUE 01/01/2059 8.570%		0.00000H		0	
12 092607 25,242,000.0000			DUE 05/01/2012 9.125%		0.00000H		0	
12 121007 17,368,000.0000			DUE 04/20/1993 6.000%		0.00000H		0	
12 092507 3,850,000.0000			DUE 06/15/2010 9.250%		0.00000H		0	
12 092507 7,000,000.0000			DUE 12/15/2008 6.250%		0.00000H		0	
12 031808 6,000,000.0000			DUE 09/30/2009 5.955%		0.00000H		0	
12 031808 3,000,000.0000			DUE 01/15/2012 6.790%		0.00000H		0	
12 111607 8,756,000.0000			DUE 04/11/2001 10.500%		0.00000H		0	

5,711,550  
5,711,550  
3,119,446  
4,280,399  
456,356  
5985,000.00  
2,265,000  
0

AMORTIZED AMOUNT

BMR56 CLIENT 012				MARGIN ACTIVITY STATEMENTS				09/19/08		PAGE 93777	
32-40125 RR: H01 STONEHILL				CURR-CODE: 000							
C LDA LONG/SHORT(-)				SECURITY DESCRIPTION							
2 100407 315,000.0000				AMERICAN RICE INC							
				MTG NOTES W/CONTINGENT INT							
				DUE 07/31/2002 13.000%							
2 111607 4,876,944.0000				SOURCE MEDIA INC							
				SR SECND NTS							
2 031808 14,800,000.0000				DUE 11/01/2004 12.000%							
				CALPINE GENERATING CO							
2 031808 3,640,000.0000				DUE 04/01/2009							
				JET EQUIPMENT TR MEZZANINE							
				NOTE CL B 95-B							
2 031808 8,600,000.0000				DUE 02/15/2015 7.830%							
				ESCROW CONTINENTAL AIRLINES							
				INC							
2 031808 33,789,621.0000				DUE 11/15/2001 10.000%							
				AIRPLANES PASS THROUGH TRUST							
				ASTBK/SERIES 1996-A D-FIXED RT							
2 092607 1,839,000.0000				DUE 03/15/2019 10.875%							
				SOUTHEAST BANKING CORP CV S/D							
				-REG							
2 102407 1,312,000.0000				DUE 10/15/1997 4.750%							
				SOUTHEAST BANKING CORP-FRN							
				CPN							
2 031808 992,000.0000				DUE 11/12/1997 5.250%							
				SOUTHEAST BANKING CORP							
				CONV SUB CAPITAL NOTE							
2 040708 3,300,000.0000				DUE 03/15/1999 6.500%							
				CIT GROUP INC							
2 041008 550,000.0000				DUE 12/19/2008 3.212%							
				CIT GROUP FUNDING CO CDA							
				SR NT							
2 081208 11,694,343.0000				DUE 07/01/2010 4.650%							
				NORTHERNSTAR NAT GAS INC							
				SR NTS 144A							
2 091608 5,980,000.0000				DUE 05/15/2013 5.000%							
				WASHINGTON MUT PFD FDG TR I							
				PERPETUAL 144A							
2 041008 4,815,000.0000				DUE 03/07/2049 6.534%							
				MNCIT GROUP FDG CO CDA							
				SR NT							
				DUE 11/02/2011 5.600%							



MR56	CLIENT 012	OFFSHORE	MARGIN ACTIVITY STATEMENTS	09/19/08	PAGE 93778
12-40125	RR: H81 STONEHILL	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE
12-40125	RR: H81 STONEHILL	COUNTRYWIDE ASSET-BCK CERTIF	12668VAF60	48.30830H	1,111,090
12-40125	RR: H81 STONEHILL	SERIES 2006-S7 CLASS A6	5801730 SB	2,300,000.0000	1,111,090
12-40125	RR: H81 STONEHILL	DUE 11/25/2035 5.693%	12668VAA70	85.41443H	1,546,558
12-40125	RR: H81 STONEHILL	CMHEQ HOME EQUITY LOAN TRUST	5850819 SB	4,600,000.0000	1810,652.13
12-40125	RR: H81 STONEHILL	MTGFC/SERIES 2006-S7 A-1-VAR	033365SQ40	111.25937H	250,333
12-40125	RR: H81 STONEHILL	DUE 11/25/2035 2.561%	5856171 SB	500,000.0000	
12-40125	RR: H81 STONEHILL	EURO MEDIUM TERM NOTE	904677AG60	90.00000H	11,275,200
12-40125	RR: H81 STONEHILL	DUE 01/16/2012 7.125%	5856846 SB	12,528,000.0000	3,421,573
12-40125	RR: H81 STONEHILL	UNIFI INC SR SC NT 11.5714	126683AB70	59.50563H	
12-40125	RR: H81 STONEHILL	DUE 05/15/2014 11.500%	5905694 SB	5,750,000.0000	
12-40125	RR: H81 STONEHILL	CMHEQ HOME EQUITY LN TR	12668YAC90	47.92761H	3,175,285
12-40125	RR: H81 STONEHILL	SER 2006-S5 CLASS A2	5943647 SB	6,647,920.0000	6625,170.75
12-40125	RR: H81 STONEHILL	DUE 06/25/2035 5.681%	F07959AG80	0.00000H	0
12-40125	RR: H81 STONEHILL	COUNTRYWIDE ASSET-BACKED CTFS	5956314 SB	63,800,000.0000	
12-40125	RR: H81 STONEHILL	SERIES 2006-S8 CLASS A3	XX59571710	0.00000H	0
12-40125	RR: H81 STONEHILL	DUE 04/25/2036 5.555%	5957171 SB	4,733,000.0000	0
12-40125	RR: H81 STONEHILL	***BANQUE PALLAS	XX59572020	0.00000H	0
12-40125	RR: H81 STONEHILL	IN DEFAULT	5957202 SB	4,798,000.0000	
12-40125	RR: H81 STONEHILL	DUE 02/08/1996 10.125%	12668YAB90	90.53437H	2,082,290
12-40125	RR: H81 STONEHILL	GREAT 98-A SERIES A-2 FRN-	5961848 SB	2,300,000.0000	
12-40125	RR: H81 STONEHILL	DUE 12/31/2026	852591AA40	70.50000H	1,744,875
12-40125	RR: H81 STONEHILL	SECURITIZED MULTIPLE ASSET	5975781 SB	2,475,000.0000	785,193
12-40125	RR: H81 STONEHILL	A2 97-5	G5698WAD00	0.00000H	0
12-40125	RR: H81 STONEHILL	DUE 06/29/2005	5986867 SB	1,434,989.0000	0
12-40125	RR: H81 STONEHILL	CMHEQ HOME EQUITY LOAN TRUST	XX9N437650	0.00000	0
12-40125	RR: H81 STONEHILL	SERIES 2006-S10 CLASS A-2	9N43765 SK	299,177.0000	0
12-40125	RR: H81 STONEHILL	DUE 10/25/2036 2.691%	XX91118260	0.00000	0
12-40125	RR: H81 STONEHILL	STALLION OILFIELD SVCS LTD /	9111826 SK	175,438.6000	0
12-40125	RR: H81 STONEHILL	CORP SR NT 144A	XX99993400	0.00000	0
12-40125	RR: H81 STONEHILL	DUE 02/01/2015 9.750%	9999340		
12-40125	RR: H81 STONEHILL	***LUXFER HOLDINGS PLC			
12-40125	RR: H81 STONEHILL	DUE 02/06/2012 11.330%			
12-40125	RR: H81 STONEHILL	ME ZUCKERMAN INVESTMENTS			
12-40125	RR: H81 STONEHILL	CHANGING WORLD TECHNOLOGIES			
12-40125	RR: H81 STONEHILL	INC RESTRICTED			
12-40125	RR: H81 STONEHILL	TOA TO A/C #			
12-40125	RR: H81 STONEHILL	(MM)			

BMR56 CLIENT 012			MARGIN ACTIVITY STATEMENTS			09/19/08		PAGE 93779	
'32-40125			RR: H01 STONEHILL OFFSHORE			CUSIP/SEC		PRICE	
C LDA			LONG/SHORT(-)			SECURITY DESCRIPTION		CURR-CODE: 000	
:0 062408			37,214.0000			ACACIA RESEARCH - ACACIA		0036813070	
						TECHNOLOGIES		A013707 SB	
:0 070208			158,854.0000			ADVANTA CORP-CL A		0079421050	
								A00425 SB	
:0 091708			951,658.0000			ADVANTA CORP-CL B NON-UTG		0079422040	
								A189735 SB	
:0 092507			0.0000			BURLINGTON INDUSTRIES INC NEW		1216931050	
								B550969	
:0 091108			0.0000			CIT GROUP INC NEW		1255811080	
								C011859	
:0 092208			301,044.0000			CONTINENTAL AIRLINES INC-CL B		2107953080	
								C562466 SB	
:0 091908			591,496.0000			DELTA AIR LINES INC DEL		2473617020	
						COM NEW		D010768 SB	
:0 040908			51,850.0000			EXX INC-CL A		2692821090	
								E029150 SB	
:0 070708			174,960.0000			ICO GLOBAL COMMUNICATIONS		44930K1080	
						HLDGS LTD DEL CL A		H010818 SB	
:0 082108			0.0000			MBIA INC		55262C1000	
								M000545	
:0 063008			0.0000			NORTHWESTERN CORPORATION		6680743050	
						NEW		N007436	
:0 092208			416,436.0000			NORTHWEST AIRLS CORP		6672804080	
								N009281 SB	
:0 081908			0.0000			NORNBORD INC		65548P1060	
								N101684	
:0 040908			1,147.0000			PORTLAND GENERAL ELECTRIC CO		7365088470	
						NEW		P019060 SB	
:0 081208			0.0000			RAIT FINANCIAL TRUST		7492271040	
								R003584	
:0 092208			608,890.0000			US AIRWAYS GROUP INC		90341W1080	
								U003620 SB	
:0 090208			0.0000			WELLS FARGO & CO		9497461010	
								W001549	
:0 091508			0.0000			WACHOVIA CORPORATION		9299031020	
						COM		W002990	

MARGIN REQUIREMENT

111,642

MARKET VALUE

162,997

PRICE

4.38000

CUSIP/SEC

0036813070

CURR-CODE: 000

0036813070

SECURITY DESCRIPTION

ACACIA RESEARCH - ACACIA

LONG/SHORT(-)

37,214.0000

ADVANTA CORP-CL A

0079421050

ADVANTA CORP-CL B NON-UTG

0079422040

BURLINGTON INDUSTRIES INC NEW

1216931050

CIT GROUP INC NEW

1255811080

CONTINENTAL AIRLINES INC-CL B

2107953080

DELTA AIR LINES INC DEL

2473617020

COM NEW

D010768 SB

EXX INC-CL A

2692821090

ICO GLOBAL COMMUNICATIONS

44930K1080

HLDGS LTD DEL CL A

H010818 SB

MBIA INC

55262C1000

NORTHWESTERN CORPORATION

6680743050

NEW

N007436

NORTHWEST AIRLS CORP

6672804080

NORNBORD INC

65548P1060

PORTLAND GENERAL ELECTRIC CO

7365088470

NEW

P019060 SB

RAIT FINANCIAL TRUST

7492271040

US AIRWAYS GROUP INC

90341W1080

WELLS FARGO &amp; CO

9497461010

WACHOVIA CORPORATION

9299031020

COM

W002990

BHR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93780	
32-40125 RR: H01 STONEHILL OFFSHORE		CURR-CODE: 000		PRICE		MARKET VALUE	
C L0A LONG/SHORT(-) SECURITY DESCRIPTION		CUSIP/SEC		PRICE		MARKET VALUE	
D 091108 0.0000 WASHINGTON MUTUAL INC		9393221030		4.25000		0	
		W028516					
D 060208 225,562.0000 HMMZARLINK SEMICONDUCTOR INC		9891391000		0.49000		110,525	
		Y001713 SB		225,562.0000			
D 061708 2,300,000.0000 UAL CORP		902549AE40		55.87500		1,285,125	
		5725709 SB		2,300,000.0000			
D 082208 0.0000 DUE 02/01/2021 5.000% UNITED STATES TREASURY BOND		912810PW20		100.03100		0	
D 072508 0.0000 DUE 02/15/2038 4.375% UNITED STATES TREASURY NOTE		7001110				2,300,713	
D 081508 0.0000 DUE 05/15/2018 3.875% UNITED STATES TREASURY NOTE		912828HZ60		100.93000		0	
D 092507 30,700.0000 DUE 02/15/2014 4.000% BURLINGTON INDUSTRIES INC NEW		7001113				464,278	
		912828CA60		104.75049H		0	
		7004940				1,571,257	
53 091108 36,770.0000 CIT GROUP INC NEW		1216931050		0.00000H		0	
		8550969				0	
53 082108 184,000.0000 MBIA INC		1255611080		11.16000		410,353-	
		C011859				0	
53 063008 83,805.0000 NORTHWESTERN CORPORATION		55262C1000		12.88000		2,369,920-	
		M000545				0	
53 081908 16,236.0000 NEW HANNOVER INC		6680743050		26.22000H		2,197,367-	
		N007436				0	
53 081208 54,600.0000 RAIT FINANCIAL TRUST		65548P1060		4.18115H		67,893-	
		N101684				0	
53 090208 96,500.0000 WELLS FARGO & CO		7492271040		7.35000		401,310-	
		R003584				0	
53 091508 69,000.0000 WACHOVIA CORPORATION		9497461010		39.80000		3,840,700-	
		W001549				0	
53 091108 435,876.0000 WASHINGTON MUTUAL INC		9299031020		18.75000		1,293,750-	
		W002990				0	
53 082108 23,000.0000 UNITED STATES TREASURY BOND		9393221030		4.25000		1,852,473-	
		W028516				0	
53 072508 4,600.0000 UNITED STATES TREASURY NOTE		912810PW20		100.03100		23,007,130-	
		7001110				0	
53 081508 15,000.0000 UNITED STATES TREASURY NOTE		912828HZ60		100.93000		4,642,780-	
		7001113				0	

MARGIN ACTIVITY STATEMENTS									
CURR-CODE: 002 C6									
09/19/08									
PAGE 93781									
TC S/DTE	LONG/SHORT(-)	DESCRIPTION	MARK TO MARKET	MARK TO MARKET SHORT POS	CUSIP/SEC	PRICE/ENT	T/D TRD #	DEBIT/CREDIT(-)	
20 09/19									
53 09/19									
MARK TO MARKET									
TC S/DTE	LONG/SHORT(-)	SECURITY DESCRIPTION			CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT	
12 091708	2,460,526.0000	***ZARLINK SEMICONDUCTOR INC			9891391000	0.51308	1,264,422	1,264,422	
12 041408	13,535,000.0000	***GENERAL MOTORS ACCEPTANCE			Y001713	2,460,526.0000	11,949,264	5,377,168	
20 082908	0.0000	CORP OF CANADA LTD			3704728000	88.28418H			
20 082808	0.0000	DUE 05/22/2009 4.721%			588GFL9	SB	13,535,000.0000		
20 082808	0.0000	***CANADIAN IMPERIAL BANK OF			1360691010	62.50493	0	166,513	
20 082808	0.0000	COMMERCE			C146504				
20 082808	0.0000	***NORBORD INC			65548P1060	4.38494H	0	2,279,008	
53 082908	712,524.0000	***ZARLINK SEMICONDUCTOR INC			N101684		366,153	366,153	
53 082908	8,680.0000	***CANADIAN IMPERIAL BANK OF			9891391000	0.51308	555,043	0	
53 082808	519,735.0000	COMMERCE			Y001713	62.50493	2,279,008	0	
		***NORBORD INC			C146504				
					65548P1060	4.38494H			
					N101684				
T O T A L S									
TOT MV	10,745,787	OLD FED CALL	3,500,992		FED CALL		3,500,992	NEW FED CALL	0
EQUITY	11,535,023	LIQ EQT	11,535,023	EQV %	0 HOUSE EXCESS		2,081,757	NEW HSE CALL	0
CSH AV	0	BUYING P	0		OTHER EXCESS		6,017,390	NYSE OPT REQ	0

8MR56 CLIENT 012  
732-40125 RR: H81 STONEHILL OFFSHORE  
-BALANCES-  
FC OPEN T/D BAL CLOSE T/D BAL  
12 FOREIGN CURRENCY C6 RATE .95352472 T/D BAL 00.00  
20 1,949,777.11 2,030,438.55  
53 FOREIGN CURRENCY C6 RATE .95352472 T/D BAL 00.00  
1,949,777.11  
2,739,012.83- 2,030,438.55  
FOREIGN CURRENCY C6 RATE .95352472 T/D BAL 2,819,674.27-  
2,739,012.83-  
789,235.72- 2,819,674.27-  
789,235.72- 789,235.72-  
789,235.72- 10,745,787

MARKET VALUE DIA  
13,213,686 09/18/08  
366,153 09/19/08  
2,834,051- 09/19/08  
10,745,787

DEBIT/CREDIT(-)  
80,661.44  
80,661.44

BMR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93782																																																							
732-40125 RR: H01 STONEHILL OFFSHORE		CURR-CODE: 003 BP																																																											
<table border="0"> <tr> <td>TC</td> <td>12</td> <td>OPEN T/D BAL</td> <td>00.00</td> <td>CLOSE S/D BAL</td> <td>00.00</td> <td>MARKET VALUE</td> <td>928,090</td> <td>DLA</td> <td>09/18/08</td> </tr> <tr> <td></td> <td>20</td> <td>FOREIGN CURRENCY BP RATE</td> <td>1.83010002</td> <td>T/D BAL</td> <td>00.00</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>73,420.47-</td> <td></td> <td>73,420.47-</td> <td></td> <td>00</td> <td></td> <td>09/18/08</td> </tr> <tr> <td></td> <td></td> <td>FOREIGN CURRENCY BP RATE</td> <td>1.83010002</td> <td>T/D BAL</td> <td>136,366.00-</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>73,420.47-</td> <td></td> <td>73,420.47-</td> <td></td> <td>928,090</td> <td></td> <td></td> </tr> </table>								TC	12	OPEN T/D BAL	00.00	CLOSE S/D BAL	00.00	MARKET VALUE	928,090	DLA	09/18/08		20	FOREIGN CURRENCY BP RATE	1.83010002	T/D BAL	00.00								73,420.47-		73,420.47-		00		09/18/08			FOREIGN CURRENCY BP RATE	1.83010002	T/D BAL	136,366.00-								73,420.47-		73,420.47-		928,090						
TC	12	OPEN T/D BAL	00.00	CLOSE S/D BAL	00.00	MARKET VALUE	928,090	DLA	09/18/08																																																				
	20	FOREIGN CURRENCY BP RATE	1.83010002	T/D BAL	00.00																																																								
			73,420.47-		73,420.47-		00		09/18/08																																																				
		FOREIGN CURRENCY BP RATE	1.83010002	T/D BAL	136,366.00-																																																								
			73,420.47-		73,420.47-		928,090																																																						
NO ACTIVITY FOR THIS ACCOUNT																																																													
<table border="0"> <tr> <td>TC</td> <td>12</td> <td>040108</td> <td>LONG/SHORT(-)</td> <td>SECURITY DESCRIPTION</td> <td>CUSIP/SEC</td> <td>PRICE</td> <td>MARKET VALUE</td> <td>MARGIN REQUIREMENT</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>MMNCIT GROUP INC</td> <td>U12605AB40</td> <td>94.22243H</td> <td>928,090</td> <td>417,640</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>EURO MEDIUM TERM NOTE</td> <td>5214345 SB</td> <td>985,000.0000</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>DUE 12/15/2008 5.500%</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>MMMLUXFER HOLDINGS PLC</td> <td>G5698WAD00</td> <td>0.00000H</td> <td>0</td> <td>0</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>DUE 02/06/2012 11.330%</td> <td>5986867 SB</td> <td>744,204.0000</td> <td></td> <td></td> </tr> </table>								TC	12	040108	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT					MMNCIT GROUP INC	U12605AB40	94.22243H	928,090	417,640					EURO MEDIUM TERM NOTE	5214345 SB	985,000.0000							DUE 12/15/2008 5.500%									MMMLUXFER HOLDINGS PLC	G5698WAD00	0.00000H	0	0					DUE 02/06/2012 11.330%	5986867 SB	744,204.0000		
TC	12	040108	LONG/SHORT(-)	SECURITY DESCRIPTION	CUSIP/SEC	PRICE	MARKET VALUE	MARGIN REQUIREMENT																																																					
				MMNCIT GROUP INC	U12605AB40	94.22243H	928,090	417,640																																																					
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				MMMLUXFER HOLDINGS PLC	G5698WAD00	0.00000H	0	0																																																					
				DUE 02/06/2012 11.330%	5986867 SB	744,204.0000																																																							
<table border="0"> <tr> <td>TOT HW</td> <td>928,090</td> <td>OLD SMA</td> <td>73,420-</td> <td>SMA</td> <td>73,420-</td> <td>SMA CHANGE</td> <td>0</td> </tr> <tr> <td>EQUITY</td> <td>1,001,510</td> <td>LIQ EQT</td> <td>1,001,510</td> <td>HOUSE EXCESS</td> <td>583,870</td> <td>NEW HSE CALL</td> <td>0</td> </tr> <tr> <td>CSH AV</td> <td>71,420</td> <td>BUYING P</td> <td>146,840</td> <td>OTHER EXCESS</td> <td>908,702</td> <td>NYSE OPT REQ</td> <td>0</td> </tr> </table>								TOT HW	928,090	OLD SMA	73,420-	SMA	73,420-	SMA CHANGE	0	EQUITY	1,001,510	LIQ EQT	1,001,510	HOUSE EXCESS	583,870	NEW HSE CALL	0	CSH AV	71,420	BUYING P	146,840	OTHER EXCESS	908,702	NYSE OPT REQ	0																														
TOT HW	928,090	OLD SMA	73,420-	SMA	73,420-	SMA CHANGE	0																																																						
EQUITY	1,001,510	LIQ EQT	1,001,510	HOUSE EXCESS	583,870	NEW HSE CALL	0																																																						
CSH AV	71,420	BUYING P	146,840	OTHER EXCESS	908,702	NYSE OPT REQ	0																																																						

8MR56 CLIENT 012  
 32-40125 RR: H81 STONEHILL OFFSHORE  
 -BALANCES - - - - -  
 OPEN T/D BAL 01.00-  
 2 DREIGN CURRENCY JY RATE .00935201 T/D BAL  
 -ACTIVITY - - - - -  
 NO ACTIVITY FOR THIS ACCOUNT  
 -POSITIONS - - - - -  
 C LDA LONG/SHORT(-) SECURITY DESCRIPTION  
 2 050908 920,000,000.0000 XMMENRON CORP  
 2 051308 460,000,000.0000 XMMENRON CORP  
 -T O T A L S - - - - -  
 TOT MV 0 QLD SMA  
 EQUITY 1 LIQ EQT  
 CSH AV 0 BUYING P

MARGIN ACTIVITY STATEMENTS  
CURR-CODE: 016 JY

PAGE 93783

09/19/08

OPEN S/D BAL	CLOSE S/D BAL	MARKET VALUE	PRICE	CUSIP/SEC	MARKET VALUE	MARGIN REQUIREMENT	DLA
01.00-	01.00-	00	0.00000H	U29302AH60	0	0	05/13/06
00.00			920,000,000.0000	5446109 SB	0	0	
			0.00000H	U29302AG80	0	0	
			460,000,000.0000	5446359 SB	0	0	
				SMA	0 SMA CHANGE	0	
				HOUSE EXCESS	0 NEW HSE CALL	0	
				OTHER EXCESS	0 NYSE OPT REQ	0	



Page 1 of 1





EXHIBIT D FOR STONEHILL OFFSHORE PARTNERS

Stonehill Offshore Partners	732-40125	October-08	5BCLLC0	69337YAE4	USD	291,847.10	PAYDOWN	9/30/2008	PHH MORTGAGE TRUST SER 2007-SL1 CLASS TACS 144A 6.60000% 12/31/2027 69337YAE4
Stonehill Offshore Partners	732-40125	October-08	5BCLLC0	69337YAE4	USD	76,394.21	INTEREST	9/30/2008	PHH MORTGAGE TRUST SER 2007-SL1 CLASS TACS 144A 6.60000% 12/31/2027 69337YAE4
Stonehill Offshore Partners	732-40125	October-08	5BCLLC0	76110VTD0	USD	12,924.41	INTEREST	9/30/2008	RESIDENTIAL PDG MTO SECS II IN SERIES 2006-HSA1 CLASS A-2 5.19000% 02/25/2036 76110VTD0
Stonehill Offshore Partners	732-40125	October-08	5BCLLC0	55265AAN1	USD	107,739.58	INTEREST	10/21/2008	MAC CAPITAL LTD SER 2007-1 CL B-2L 144A/3CT RMD 7.043 07/26/2023
Stonehill Offshore Partners	732-40125	October-08	5BCLLC0	DAL	USD	6.63	CASH IN LIEU	10/21/2008	DELTA AIR LINES INC DEL COM NEW
Stonehill Offshore Partners	732-40125	October-08	5BCLLC0	12684AC3	USD	19,194.77	INTEREST	9/30/2008	COUNTRYWIDE ASSET BK CERT SERIES 2006-2N CLASS A3 5.68000% 03/25/2034 12684AC3
Stonehill Offshore Partners	732-40125	November-08	5BCLLC0	X50282003820	GBP	125,142.40	INTEREST	10/31/2008	LUXPER HOLDINGS PLC II 83100% 02/06/2012 G568WADD
Stonehill Offshore Partners	732-40125	November-08	5BCLLC0	29357YAD5	GBP	32,386.31	INTEREST	11/6/2008	ENRON CREDIT LINKED NOTES TR STERLING'S CREDIT LINKED NOTE 7.25000% 05/24/2006 29357YAD5
Stonehill Offshore Partners	732-40125	November-08	5BCLLC0	U12605AD0	EUR	1,621.10	DISTRIBUTION	11/6/2008	ENRON CREDIT LINKED NOTES TR STERLING'S CREDIT LINKED NOTE 7.25000% 05/24/2006 29357YAD5
Stonehill Offshore Partners	732-40125	November-08	5BCLLC0	U29302AH6	EUR	15,913.70	INTEREST	11/6/2008	ENRON CREDIT LINKED NOTES TR STERLING'S CREDIT LINKED NOTE 7.25000% 05/24/2006 29357YAD5
Stonehill Offshore Partners	732-40125	November-08	5BCLLC0	U29302AH6	USD	10,394.14	REDEMPTION	11/14/2008	CIT GROUP INC EURO MEDIUM TERM NOTE 5.30500% 5/13/2009 U12605AD0
Stonehill Offshore Partners	732-40125	November-08	5BCLLC0	X50100319771	USD	43,574.94	PAYDOWN	10/28/2008	ENRON CORP 0.77000% 12/31/2049 U29302AH6
Stonehill Offshore Partners	732-40125	November-08	5BCLLC0	69363YAD9	USD	3,540.90	PAYDOWN	10/28/2008	PSINET INC EURO SERIES 10.50000% 12/01/2006
Stonehill Offshore Partners	732-40125	November-08	5BCLLC0	CA37047ZBM01	CAD	164,376.11	INTEREST	11/21/2008	GENERAL MOTORS ACCEPTANCE CORP DF CANADA LTD 4.73143% 05/22/2009 37047ZBM01
Stonehill Offshore Partners	732-40125	December-08	5BCLLC0	76113BAF6	USD	490,649.38	INTEREST	12/29/2008	RESIDENTIAL CAP CORP NT 6.375% 10.8.375% 06/30/2010 76113BAF6
Stonehill Offshore Partners	732-40125	December-08	5BCLLC0	8431AJM0	USD	952,118.64	TENDER PAYMENT	12/29/2008	RESIDENTIAL CAP CORP NT 6.375% 10.8.375% 06/30/2010 76113BAF6
Stonehill Offshore Partners	732-40125	December-08	5BCLLC0	U12605AB4	GBP	27,087.50	INTEREST	12/29/2008	VICTORIA STANFIELD FIN LTD MEDIUM TERM NOTE RMD 5.30 12/15/2008
Stonehill Offshore Partners	732-40125	December-08	5BCLLC0	X5020220264	GBP	240,625.00	INTEREST	12/29/2008	VICTORIA STANFIELD FIN LTD MEDIUM TERM NOTE RMD 5.30 12/15/2008
Stonehill Offshore Partners	732-40125	December-08	5BCLLC0	X5020220264	GBP	985,000.00	MATURITY	12/29/2008	VICTORIA STANFIELD FIN LTD MEDIUM TERM NOTE RMD 5.30 12/15/2008
Stonehill Offshore Partners	732-40125	December-08	5BCLLC0	X5029427396	USD	3,850,000.00	MATURITY	12/29/2008	VICTORIA STANFIELD FIN LTD MEDIUM TERM NOTE RMD 5.30 12/15/2008
Stonehill Offshore Partners	732-40125	January-09	5BCLLC0	8431AJM0	USD	178,006.78	DISTRIBUTION	1/6/2009	GMAC INTL FINANCE BV EURO MEDIUM TERM NOTE 4.835% 03/28/2008 G8439CAN0
Stonehill Offshore Partners	732-40125	October-08	5BCLLC0	40065L9A1	USD	39,814.50	DISTRIBUTION	10/22/2008	VICTORIA STANFIELD FIN LTD MEDIUM TERM NOTE 4.835% 03/28/2008 G8439CAN0
Stonehill Offshore Partners	732-40125	October-08	5BCLLC0	40065L9A1	USD	113,174.45	DISTRIBUTION	10/22/2008	ESCROW GUANGDONG INTL TR & INVT 144A-RN DEFAULT 6.35% 11/15/2020 40065L9A1
Running Total	6,173,078.91								
USD	5,262,140.69								
GBP	122,442.03								
EUR	164,576.11								
CAD									

**SO EXHIBIT E**

**STONEHILL OFFSHORE PARTNERS LTD**

**WIRES ON PRIVATE INSTRUMENTS THAT WERE MISDIRECTED TO LBI**

ACCOUNT	CURRENCY	AMOUNT	DATE	DESCRIPTION
732-40125	EUR	262.34	9/10/2008	Unipoly wire from Deutsche Bank
732-40125	GBP	25,011.80	9/10/2008	Unipoly wire from Deutsche Bank
732-40125	USD	34,283.33	11/28/2008	Murray Energy wire from Goldman Sachs
732-40125	USD	378,776.44	11/28/2008	Murray Energy wire from Goldman Sachs
732-40125	USD	14,188.01	12/31/2008	Entegra 2nd Lien wire from Lehman CP

			CURRENT EXCH RATE	
TOTAL	EUR	262.34	1.35	353.37
TOTAL	GBP	25,011.80	1.52	37,917.89
TOTAL	USD	427,247.78	1.00	427,247.78
TOTAL	AS CONVERTED			465,519.04 a)

a) Note: Currencies are converted to USD only for the purpose of tallying a rough dollar amount due. Stonehill is not aware of the LBI estate's policies regarding converting foreign wires, the date used for conversion, or whether foreign wires will be delivered in original currency.

SO Exhibit F page 1 of 2

BMR56 CLIENT 012		MARGIN ACTIVITY STATEMENTS		09/19/08		PAGE 93829	
732-41222 RR: H01 STONEHILL OFFSHORE P		CURR-CODE: 000					
TC 12		OPEN T/D BAL		CLOSE S/D BAL		MARKET VALUE	
		00.00		00.00		5,500,000	
		DLA				09/18/08	
NO ACTIVITY FOR THIS ACCOUNT							
TC LDA		LONG/SHORT(-)		PRICE		MARGIN REQUIREMENT	
12 091808		5,500,000.0000		1.000000H		5,500,000	
		SECURITY DESCRIPTION					
		HINLEMAN BROTHERS US DOLLAR					
		LIQUIDITY FUND INSTL DIST CL					
		A000351					
		CUSIP/SEC					
		0546081260					
		SMA					
		0 HOUSE EXCESS					
		OTHER EXCESS					
		EQ %					
		0					
		5,500,000					
		LIQ EQT					
		0 BUYING P					
		T O T A L S					
		5,500,000					
		OLD SMA					
		5,500,000					
		SMA CHANGE					
		0					
		NEW HSE CALL					
		0					
		NYSE OPT REQ					
		0					

LEHMAN BROTHERS

For the period 08/30/2008 to 09/30/2008

STONEHILL OFFSHORE  
PARTNERSHIP LTD  
C/O CITICO FUND SERVICES

SO Exhibit F page 2 of 2

Base Currency : USD  
Account Number : 732-40125 H81**Monthly Activity (1)**

MOVEMENTS OF FUNDS (Continued)	Settlement Date	Transaction	Description	Amount
	09/16/2008	PAID BY WIRE	WIRE PAYMENT TD 09/12/08 SD	( 188,000,000.00 )
	09/16/2008		INWIRE RF#0311699 0008 INES(02) NORTHWEST AIRL INES 6 CITIUS33	204,909.09
	09/16/2008	PAID BY WIRE	WIRE PAYMENT TD 09/16/08 SD	( 5,000,000.00 )
	09/16/2008		TFR TO ACCT 732-41222-2	( 2,018,932.38 )
	09/17/2008		TFR TO ACCT 732-41222-1	( 5,500,000.00 )
	09/17/2008		REF # 9N44323	919,994.61
	09/18/2008		INWIRE RF#0352200 0008 INES(02) NORTHWEST AIRL INES 6 CITIUS33	26,290.98
	09/18/2008		TFR FROM ACCT 732-41222-1	3,585,571.55
	09/19/2008		INWIRE RF#091988B7HU2R008975 026009593 PART NERS LTD FCC A C 732 401 WCI COMMUNITIES, INC	31,807.57
<b>TOTAL NET MOVEMENTS OF FUNDS / USD</b>				<b>( 172,269,540.62 )</b>
<b>GBP</b>				
	09/08/2008		FRM STK TO CMDY	( 103,624.20 )
	09/18/2008		TFR FROM ACCT 732-41222-1	25,038.00
<b>TOTAL NET MOVEMENTS OF FUNDS / GBP</b>				<b>( 78,586.20 )</b>
<b>EUR</b>				

SO Exhibit G  
page 1 of 1

LEHMAN BROTHERS

For the period 08/01/2008 to 08/29/2008

STONEHILL OFFSHORE  
PARTNERSHIP LTD  
C/O CITICO FUND SERVICES

Base Currency : USD  
Account Number : 732-40125 H81

### Monthly Activity (1)

PURCHASES & SALES (Continued)					Description	Price	Amount
Settlement Date	Transaction	Quantity					
08/12/2008	BOUGHT	14,950			ACACIA RESEARCH - ACACIA TECHNOLOGIES UNSOLICITED TMS0870770870176160TMS PLUS 448.50 COMM CHARGED BY LEHM	4.1589	( 62,824.08 )
08/12/2008	SOLD	240,534			***BARRATT DEVELOPMENTS PLC AVERAGE PRICE UNSOLICITED TMS-REF200808110136535 TMS0871170870136535TMS 288,029.83 GBP TOTAL AS OF 08/07/08	2.3308	580,074.19
08/12/2008	BOUGHT	2,000,000			***MAC FUNDING I LTD PRIN PROTECTED SECS ACCREDITED INVS UNSOLICITED TMS0871170870044482TMS PLUS 0.00 COMM CHARGED BY CHSE	.3275	( 655,000.00 ) *
08/12/2008	SOLD	6,300			PGT INC UNSOLICITED TMS0870770870182504TMS LESS 252.00 COMM 0.19 FEE CHARGED BY MOUN	5.1960	32,482.61
08/12/2008	SOLD	27,500			ROSETTA RESOURCES INC UNSOLICITED TMS0870770870182500TMS LESS 825.00 COMM 3.50 FEE CHARGED BY GSCO	22.7217	624,018.25
08/12/2008	BOUGHT	8,395			***ZARLINK SEMICONDUCTOR INC UNSOLICITED	.7158	( 6,260.99 )

**LEHMAN BROTHERS INC**  
TRADE CONFIRMATION

To: Stonehill Institutional Partners, L.P.  
Contact: Steve Nelson  
Tel No.: 212-739-7470  
Fax No.: 212-838-2291  
Email: [snelson@stonehillcap.com](mailto:snelson@stonehillcap.com)

From: Lehman Brothers Inc.  
Contact: Denise Rosselli  
Tel No.: 212-526-1490  
Fax No.: 646-758-4993  
Email: [drosselli@lehman.com](mailto:drosselli@lehman.com)

Trade Confirmations: Jessica Markowitz  
Tel. No.: 212-526-1490  
Fax No.: 646-758-4993  
Email: [Jessica.markowitz@lehman.com](mailto:Jessica.markowitz@lehman.com)

We are pleased to confirm the following transaction (the "Transaction"):

Trade Date: March 27, 2008  
Seller: Stonehill Institutional Partners, L.P., as Principal  
Buyer: Lehman Brothers Inc., as Principal  
Issuer: US Power Generating Company  
Quantity: 6,400 Class A Shares issued under Certificate of Incorporation (as amended or amended and restated from time to time, the Certificate of Incorporation) of US Power Generating Company, a Delaware corporation  
Purchase Price: \$28.00 per Unit

**Other terms:**

1. Buyer and Seller agree that the Transaction shall be subject to the transfer requirements set forth in the Certificate of Incorporation; it being understood and agreed that Buyer shall cooperate in all reasonable respects with Seller to cause the Transaction to satisfy such requirements;
2. Buyer and Seller agree to execute and deliver any necessary documentation required pursuant the Certificate of Incorporation (the "Certificate") or by counsel to the Issuer (including, without limitation, in the case of Buyer, a Rule 144A Certificate, Regulatory Certificate and if applicable, a Confidentiality Agreement and, in the case of both parties, a NASD Transfer Form and Letter Agreement with respect to Section 1(b)(7) of Article Five of the Certificate), in order to effect the Transaction.
3. All dividends, payments or any other distributions made on or after the Trade Date are for the Buyer's account.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Jessica Markowitz** at the following e-mail address: [Jessica.markowitz@lehman.com](mailto:Jessica.markowitz@lehman.com).

If you have any questions, please contact **Jessica Markowitz** at 212-526-7598.

2

LEHMAN BROTHERS INC.

Stonehill Institutional Partners, L.P.

By: 

By: 

Name: MARTHA G. MARTINEZ  
Title: AUTHORIZED SIGNATORY

Name: Steven D. Nelson

Title: CEO

Date: \_\_\_\_\_

Date: 4/3/08



# LEHMAN BROTHERS INC

TRADE CONFIRMATION

To: Stonehill Offshore Partners Limited  
Contact: Steve Nelson  
Tel No.: 212-739-7470  
Fax No.: 212-838-2291  
Email: [snelson@stonehillcap.com](mailto:snelson@stonehillcap.com)

From: Lehman Brothers Inc.  
Contact: Denise Rosselli  
Tel No.: 212-526-1490  
Fax No.: 646-758-4993  
Email: [drossell@lehman.com](mailto:drossell@lehman.com)

Trade Confirmations: Jessica Markowitz  
Tel. No.: 212-526-1490  
Fax No.: 646-758-4993  
Email: [Jessica.markowitz@lehman.com](mailto:Jessica.markowitz@lehman.com)

We are pleased to confirm the following transaction (the "Transaction"):

Trade Date: March 27, 2008

Seller: Stonehill Offshore Partners Limited, as Principal

Buyer: Lehman Brothers Inc., as Principal

Issuer: US Power Generating Company

Quantity: 8,730 Class A Shares issued under Certificate of Incorporation (as amended or amended and restated from time to time, the Certificate of Incorporation) of US Power Generating Company, a Delaware corporation

Purchase Price: \$28.00 per Unit

Other terms:

1. Buyer and Seller agree that the Transaction shall be subject to the transfer requirements set forth in the Certificate of Incorporation; it being understood and agreed that Buyer shall cooperate in all reasonable respects with Seller to cause the Transaction to satisfy such requirements;
2. Buyer and Seller agree to execute and deliver any necessary documentation required pursuant the Certificate of Incorporation (the "Certificate") or by counsel to the Issuer (including, without limitation, in the case of Buyer, a Rule 144A Certificate, Regulatory Certificate and if applicable, a Confidentiality Agreement and, in the case of both parties, a NASD Transfer Form and Letter Agreement with respect to Section 1(b)(1) of Article Five of the Certificate), in order to effect the Transaction.
3. All dividends, payments or any other distributions made on or after the Trade Date are for the Buyer's account.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of *Jessica Markowitz* at the following e-mail address: [Jessica.markowitz@lehman.com](mailto:Jessica.markowitz@lehman.com).

If you have any questions, please contact *Jessica Markowitz* at 212-526-7598.

2

LEHMAN BROTHERS INC.

Stonehill Offshore Partners Limited

By: 

By: 

Name: MARTHA G. MARTINEZ  
Title: AUTHORIZED SIGNATORY

Name: Steven D. Nelson

Title: CEO

Date: \_\_\_\_\_

Date: 4/2/08

SD Exhibit H(b)

7  
Screen Printed

EquityMSG

Page 1 / 2

1/23 8:50:20

From: JAY COYLE (MERRILL LYNCH/NY,WFC)

Subject: PROJECT ENERGY BANK DEBT -

No Attachments



FIRST DAY AT BANK OF AMERICA

Cell:(917)699-9191

ENERGY PROJECT BANK DEBT

ANP TL A	92 - 94	3x3	LA PALOMA 1ST	71 - 73 $\frac{1}{2}$	3x
ANP TL B	89 - 91	3x3	LA PALOMA 2ND	59 - 63	2x2
BOSTON GEN 1ST	62 $\frac{1}{4}$ - 64 $\frac{1}{4}$	5x3	LIBERTY ELEC 1ST	75 - 80	
BOSTON GEN 2ND	26 $\frac{1}{2}$ - 31 $\frac{1}{2}$	2x2	LIBERTY ELEC MEZZ	50 - 55	
BOSTON GEN MEZZ	7 - 12	2x2	LONGVIEW STRIP	70 - 72	P/B
US POWER EQUITY	6.00 -7.50	50kx75k	MACHGEN 2ND	60 - 62	3x3
BOSQUE TERM	65 - 70	3x	MACHGEN UNITS	90 - 130	5kx5k
ENTEGRA 2ND LIEN	71 - 72 $\frac{1}{2}$	3x3	TENASKA 1ST	88 - 90	
ENTEGRA 3RD LIEN	33 - 35	3x3	TENASKA 2NDS	62 - 65	2x2
ENTEGRA EQUITY	3.00 -4.00	75x75	ASTORIA 1ST	84 $\frac{1}{2}$ - 86	
KELSON 1ST	78 - 81	3x2	ASTORIA 2NDS	71 - 74	P/S
KELSON 2ND	47 $\frac{1}{2}$ - 51 $\frac{1}{2}$	5x5			
KELSON MEZZ	27 - 37				

Unsettled Zarlink Trades

		↓					
8/15/2008	Total Qty	Off	SI		Total Cost	Off	SI
Original trade	55,000	25,300	29,700		41,402.00	19,045.00	22,357.00
Unsettled	14,000	6,440	7,560		10,539	4,847.82	5,690.87
	25.45%				25.45%		
Corrected	41,000	18,860	22,140		30,863	14,197.18	16,666.13
8/20/2008							
Original trade	60,500	27,830	32,670		46,029	21,173.00	24,856.00
Unsettled	45,500	20,930	24,570		34,617	15,923.50	18,693.36
	75.21%				75.21%		
Corrected	15,000	6,900	8,100		11,412	5,249.50	6,162.64
Pre-adj	7,654,640	5,490,156	2,164,484		5,663,502.66	3,974,221.71	1,689,280.95
Adjustments		(27,370)	(32,130)			(20,771.31)	(24,384.23)
New	7,595,140	5,462,786	2,132,354		5,618,347.12	3,953,450.40	1,664,896.72
Cash Adj on unsettled	CAD	↓		Rate	USD		
8/15/2008	11,193.00	5,148.78	6,044.22	0.94154			
8/20/2008	36,818.60	16,936.56	19,882.04	0.94020			
Claim on Exhibit I	48,011.60	22,085.34	25,926.26				
CUSIP # 989139100							

FX Forward Adj		Stonehill Offshore Exhibit J				
9/19/2008						
FX	Due Date	Offshore Qty	Cost	Price	FMV	Unrealized
CAD	5/26/09	(6,650,000)	(6,443,798.45)	0.9510046	(6,324,180.74)	119,617.71
CAD	5/26/09	(5,520,000)	(5,374,616.62)	0.9510048	(5,249,545.51)	125,071.11
CHF	12/29/08	(19,000,000)	(18,399,264.03)	0.9103138	(17,295,962.04)	1,103,301.99
Euro	12/29/08	(14,000,000)	(21,220,080.00)	1.4439997	(20,215,995.80)	1,004,084.20
Euro	6/24/09	(6,695,500)	(10,287,635.75)	1.4326946	(9,592,606.69)	695,029.06
GBP	9/22/08	(4,100,000)	(8,099,550.00)	1.8357450	(7,526,554.50)	572,995.50
GBP	12/22/08	(9,000,000)	(17,747,100.00)	1.8262393	(16,436,153.70)	1,310,946.30
GBP	3/26/09	(9,000,000)	(17,362,800.00)	1.8152082	(16,336,873.80)	1,025,926.20
GBP	6/24/09	(1,500,000)	(2,888,175.00)	1.8061452	(2,709,217.80)	178,957.20
			(107,823,019.85)		(101,687,090.59)	6,135,929.26
			TOTAL			
			6,135,929.26			

LEHMAN BROTHERS INC  
745 7TH AVE  
NY 10019

**FUTURES/FOREIGN EXCHANGE  
CONFIRMATION**

STONEHILL OFFSHORE PART LTD  
C/O CITCO FD SERVICES  
PO BOX 31106 SMB  
GRAND CAYMAN  
CAYMAN ISLANDS

SEP 22, 2008	
IR NUMBER	ACCOUNT
099	23040125
Page 2	

US NON-SEGREGATED ACCOUNT

----- FOREIGN EXCHANGE OPEN POSITIONS -----					
Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount
					Rate
					Net Present Value
				Total FX Long Option Value	OCR* USD
				Total FX Short Option Value	OCR* USD
				Net FX Option Value	OCR* USD

----- Foreign Exchange Position Delta Summary -----				
Curr	Notional	USD Equivalent	Delta Notional	Delta USD Equiv
EUR	20,695,500.00DB	29,808,602.49DB	20,695,500.00DB	29,808,602.49DB
GBP	19,500,000.00DB	35,482,245.30DB	19,500,000.00DB	35,482,245.30DB
CAD	12,170,000.00DB	11,573,726.25DB	12,170,000.00DB	11,573,726.25DB
CHF	19,000,000.00DB	17,295,962.04DB	19,000,000.00DB	17,295,962.04DB
Sum of the Absolute Values:		94,160,536.08		94,160,536.08

----- MARGIN REQUIREMENT SUMMARY -----			
Margin Requirement		Equity	Margin
Initial		Excess/Deficit	Call/Excess
GBP	OCR	4,100,000.00DB	4,100,000.00DB
JPY	CR	CR	CR
USD	4,642,874.10DB	8,099,550.00CR	3,456,675.90CR

Total Value in Base Currency

USD	4,642,874.10DB	572,995.50CR	4,069,878.60DB
-----	----------------	--------------	----------------

----- ACCOUNT VALUE SUMMARY -----						
	Account Balance	Unrealized G/L on Futures	Net Present Value on Forwards	Net Option Value	Collateral Market Value	Net Liquidating Value
GBP	4,100,000.00DB	OCR	OCR	OCR	OCR	4,100,000.00DB
JPY	CR	CR	CR	CR	CR	CR
USD	8,099,550.00CR	OCR	5,489,298.79CR	OCR	OCR	13,588,848.79CR

Total Value in Base Currency

USD	572,995.50CR	OCR	5,489,298.79CR	OCR	OCR	6,062,294.29CR
-----	--------------	-----	----------------	-----	-----	----------------

***** CURRENCY CONVERSION RATES *****		
Base Currency - USD		
POUND STG	GBP	1.8357450 *
J YEN	JPY	107.0700000 *

LEHMAN BROTHERS INC  
745 7TH AVE  
NY 10019

**FUTURES/FOREIGN EXCHANGE  
CONFIRMATION**

STONEHILL OFFSHORE PART LTD  
C/O CITCO FD SERVICES  
PO BOX 31106 SMB  
GRAND CAYMAN  
CAYMAN ISLANDS

SEP 22, 2008	
IR NUMBER	ACCOUNT
099	23040125
Page 1	

US NON-SEGREGATED ACCOUNT

----- OPENING ACCOUNT BALANCES -----

POUND STG	OCR
J YEN	CR
US DOLLAR	OCR

----- FOREIGN EXCHANGE SETTLEMENTS -----

Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount	Rate	Net Present Value
------	-----	---------------	----------	---------------	----------------	------	-------------------

The settlement amounts shown below are reflected in the closing cash balance for each currency.

9/19/07 S	4,100,000.00DB	22SEP08	GBP/USD	8,099,550.00CR	TYPE	1.9755000	
-----------	----------------	---------	---------	----------------	------	-----------	--

----- CLOSING ACCOUNT BALANCES -----

POUND STG	4,100,000.00DB*
J YEN	CR*
US DOLLAR	8,099,550.00CR*

----- FOREIGN EXCHANGE OPEN POSITIONS -----

Date	B/S	Base Currency	Maturity	Currency Pair	Counter Amount	Rate	Net Present Value
------	-----	---------------	----------	---------------	----------------	------	-------------------

3/24/08 S	14,000,000.00DB	29DEC08	EUR/USD	21,220,080.00CR	TYPE	1.5157200	995,341.86CR USD
-----------	-----------------	---------	---------	-----------------	------	-----------	------------------

Net Present Value	995,341.86CR* USD
Undiscounted MTM	1.4439997 1004,084.20CR* USD

6/20/08 S	6,695,500.00DB	24JUN09	EUR/USD	10,287,635.75CR	TYPE	1.5365000	678,014.44CR USD
-----------	----------------	---------	---------	-----------------	------	-----------	------------------

Net Present Value	678,014.44CR* USD
Undiscounted MTM	1.4326946 695,029.06CR* USD

2/19/07 S	9,000,000.00DB	22DEC08	GBP/USD	17,747,100.00CR	TYPE	1.9719000	1,300,395.52CR USD
-----------	----------------	---------	---------	-----------------	------	-----------	--------------------

Net Present Value	1,300,395.52CR* USD
Undiscounted MTM	1.8262393 1310,946.30CR* USD

3/24/08 S	9,000,000.00DB	26MAR09	GBP/USD	17,362,800.00CR	TYPE	1.9292000	1,008,044.36CR USD
-----------	----------------	---------	---------	-----------------	------	-----------	--------------------

Net Present Value	1,008,044.36CR* USD
Undiscounted MTM	1.8152082 1025,926.20CR* USD

6/20/08 S	1,500,000.00DB	24JUN09	GBP/USD	2,888,175.00CR	TYPE	1.9254500	174,576.24CR USD
-----------	----------------	---------	---------	----------------	------	-----------	------------------

Net Present Value	174,576.24CR* USD
Undiscounted MTM	1.8061452 178,957.20CR* USD

4/10/08 B	5,374,616.62CR	26MAY09	USD/CAD	5,520,000.00DB	TYPE	1.0270500	122,281.17CR USD
-----------	----------------	---------	---------	----------------	------	-----------	------------------

3/31/08 B	6,443,798.45CR	26MAY09	USD/CAD	6,650,000.00DB	TYPE	1.0320000	116,949.42CR USD
-----------	----------------	---------	---------	----------------	------	-----------	------------------

et	11,818,415.07CR*			12,170,000.00DB*			
----	------------------	--	--	------------------	--	--	--

Net Present Value	239,230.59CR* USD
Undiscounted MTM	1.0515196 257,295.09CR* CAD

5/20/08 B	18,399,264.03CR	29DEC08	USD/CHF	19,000,000.00DB	TYPE	1.0326500	1,093,695.78CR USD
-----------	-----------------	---------	---------	-----------------	------	-----------	--------------------

Net Present Value	1,093,695.78CR* USD
Undiscounted MTM	1.0985223 1212,001.84CR* CHF
Undiscounted MTM In Base	1103,301.99CR* USD

Total FX Forward NPV	5,489,298.79CR* USD
Total FX Undiscounted MTM	5,562,933.77CR* USD

----- CONTINUED ON NEXT PAGE -----

SD Exhibit K (A)

page 1 of 2

## LSTA PAR/NEAR PAR TRADE CONFIRMATION

**To:** *Kelts LLC*  
**Attention:** *William Pool*  
**Phone No.:** *(203)618-2779*  
**Fax No.:** *(203)422-4599*  
**Email:** *harry.pool@rbsgc.com*

**From:** *Stonehill Offshore Partners Limited*  
**Attention:** *Ann Mauro*  
**Phone No.:** *212-739-7474*  
**Fax No.:** *212-838-2291*  
**Email:** *amauro@stonehill.nb.com*

**Date:** *08/13/2008*

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2006, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

**Trade Date:** 08/01/2008

**Seller:** Stonehill Offshore Partners Limited ☒ Principal ☐ Agent

**Buyer:** Kelts LLC ☒ Principal ☐ Agent

**Credit Agreement:** CREDIT AGREEMENT dated as of December 21, 2006 among EBG HOLDINGS LLC, the Lenders from time to time party thereto, and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as administrative agent

**Borrower:** EBG HOLDINGS LLC

**Form of Purchase:** Assignment

**Purchase Amount/  
Type of Debt:**

Purchase Amount	Type of Debt	Facility	CUSIP Number
USD 2,000,000.00	Term	Loan	

565561001



Purchase Rate: 89.500% Loan

Up Front Fees: Loan None  
(if any):

Credit Documentation No  
to be provided:

Trade Specific  
Other Terms of Trade: Recordation Fee is split and no more than one full fee.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Chris Bleakley at ClearPar at the following fax number (646)453-2870 or email address: christopher.bleakley@fnis.com

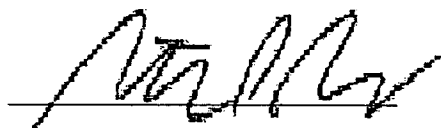
If you have any questions, please contact Chris Bleakley at (845)639-4890.

Stonehill Offshore Partners Limited  
By: Stonehill Advisers LLC

Kelts LLC  
By: The Royal Bank of Scotland plc, as sole member

By: Greenwich Capital Markets, Inc., its agent

By:



Name: Steven Nelson  
Title:

By:



Name: Karen Brewer  
Title:

Date: August 26, 2008

Status: Effective

To: Kelts LLC as Buyer  
Attn: William Pool  
Phone: (203)618-2779  
Fax: (203)422-4599

From: Stonehill Offshore Partners Limited as Seller  
Attn: Ann Mauro  
Phone: 212-739-7474  
Fax: 212-838-2291

Trade Date: August 1, 2008  
Credit Agreement: BOSTON GENERATING EBG Mezz (12/06)

Facility: Loan  
Global Commitment: USD 359,219,921.50  
Sale Amount: USD 2,000,000.00  
Percentage of Total: 0.5567619946%  
Loans outstanding under facility as of August 26, 2008 (Effective Date)

Pricing Option:	Cur	Global Amount of Loan:	Buyer's Share of Loan:	Start Date:	Repricing Date:	Base Rate:	Margin:	RAC Rate:	All In Rate:	Exchange Rate:
LIBOR	USD	359,219,921.50	2,000,000.00	Jun 30, 2008	Sep 30, 2008	2.800630	7.000000	0.000000	9.800630	

**Funding Memorandum  
Payment Details**

On Aug 26, 2008 Buyer will remit to Seller USD 1,788,283.65 calculated as follows:  
1,790,000.00 USD (89.5000% x Buyer's share of outstanding loans under the Loan Facility)  
(Seller will remit full Assignment fee 0.00 USD to the Agent - Not included in remittance amount above)  
(1,716.35 USD) (Other Fee - Cost of Carry on Aug 26, 2008)

**Seller's Payment Instructions:**

Bank: Chase Manhattan (NYC)  
ABA #: 021-000-021  
Account #: 140 094 221  
Account Name: Lehman Brothers  
FFC: Stonehill Offshore Partners Limited #: 732-40125  
Attention: Dmitry Kovalev  
Reference: BOSTON GENERATING EBG Mezz (12/06)

Reference Number:

Seller and Buyer hereby agree that payment will be made as calculated above on the Settlement Date.

STONEHILL OFFSHORE PARTNERS LIMITED

By: Stonehill Advisers LLC

KELTS LLC

By: The Royal Bank of Scotland plc, as sole member

By: Greenwich Capital

Markets, Inc., its agent

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

## ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between Stonehill Offshore Partners Limited (the "Assignor") and Kelts LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: Stonehill Offshore Partners Limited
2. Assignee: Kelts LLC
3. Borrower(s): EBG Holdings LLC
4. Administrative Agent: Credit Suisse, Cayman Islands Branch, as the administrative agent under the Credit Agreement
5. Credit Agreement: The Credit Agreement dated as of December 21, 2006 among the Borrower, the Guarantors, the Lenders and certain other lender parties party thereto, the Administrative Agent, CREDIT SUISSE SECURITIES (USA) LLC and GOLDMAN SACHS CREDIT PARTNERS L.P., as Co-Syndication Agents, CREDIT SUISSE SECURITIES (USA) LLC and GOLDMAN SACHS CREDIT PARTNERS L.P., as Co-Documentation Agents, and CREDIT SUISSE SECURITIES (USA) LLC and GOLDMAN SACHS CREDIT PARTNERS L.P., as Joint Lead Arrangers and Joint Book Running Managers.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans
Loan	USD 359,219,921.50	USD 2,000,000.00	0.556761995%

Effective Date: August 26, 2008

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the other Loan Parties and their Affiliates or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

page 4 of 7

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

STONEHILL OFFSHORE PARTNERS LIMITED, as  
Assignor

By: Stonehill Advisers LLC

By: 

Name: Steven Nelson

Title:

ASSIGNEE

KELTS LLC, as Assignee

By: The Royal Bank of Scotland plc, as sole member

By:

Greenwich Capital Markets, Inc., its agent

By: 

Name: Karen Brewer

Title:

page 5 of 7

Consented to and Accepted:

**CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent**

By: Carolyn T. Stephens

Name: Carolyn Stephens

Title: Assistant Vice President

By: Shoshana Tyson

Name: Shoshana Tyson

Title: Credit Suisse Authorized Signer

Consented to:

**EBG HOLDINGS LLC**

By: N/A

Name:

Title:

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received and/or had the opportunity to review a copy of the Credit Agreement to the extent it has in its sole discretion deemed necessary, together with copies of the most recent financial statements delivered pursuant to Section 5.03 thereof, as applicable, and such other documents and information as it has in its sole discretion deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Person organized under the laws of a jurisdiction outside the United States, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.



SD Exhibit K(c)

page 1 of 3

**Steven Nelson**

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**From:** Dvorski, Vera [vera.dvorski@barclayscapital.com]  
**Sent:** Friday, October 10, 2008 11:14 AM  
**To:** Steven Nelson; Kovalev, Dmitriy; Marco, Paul  
**Subject:** RE: Boston Gen EBG Mezz

Hi,

I entered it this morning. Sorry about the delay.

Regards,

Vera Dvorski  
Barclays Capital | Capital Markets Prime Services  
Phone: (212)-526-2361  
Fax: (646) 834-4652  
Email: vera.dvorski@barclayscapital.com

-----Original Message-----

**From:** Steven Nelson [mailto:SNelson@stonehillcap.com]  
**Sent:** Friday, October 10, 2008 11:01 AM  
**To:** Dvorski, Vera; Kovalev, Dmitriy; Marco, Paul  
**Subject:** RE: Boston Gen EBG Mezz

We don't see this in our account.

Steve Nelson  
Stonehill Capital Management  
885 Third Avenue  
30th Floor  
New York, NY 10022  
T - 212.739.7470 (direct)  
T - 212.739-7474  
F - 212.838.2291  
snelson@stonehillcap.com

-----Original Message-----

**From:** Dvorski, Vera [mailto:vera.dvorski@barclayscapital.com]  
**Sent:** Wednesday, October 08, 2008 6:24 PM  
**To:** Steven Nelson; Kovalev, Dmitriy; Marco, Paul  
**Subject:** Re: Boston Gen EBG Mezz

Hi,

Yes, the money should be in your acct tomorrow.

Regards,  
Vera

----- Original Message -----

**From:** Steven Nelson <SNelson@stonehillcap.com>  
**To:** Steven Nelson <SNelson@stonehillcap.com>; Kovalev, Dmitriy; Marco, Paul; Dvorski, Vera  
**Sent:** Wed Oct 08 18:17:24 2008  
**Subject:** RE: Boston Gen EBG Mezz

Any luck with this?

Steve Nelson

Stonehill Capital Management

885 Third Avenue

30th Floor

New York, NY 10022

T - 212.739.7470 (direct)

T - 212.739-7474

F - 212.838.2291

snelson@stonehillcap.com

---

From: Steven Nelson

Sent: Wednesday, October 08, 2008 10:08 AM

To: 'Kovalev, Dmitriy'; 'Marco, Paul'; 'Dvorski, Vera'

Subject: FW: Boston Gen EBG Mezz

Please see the message below. Offshore should have rec'd \$1,788,283.65 on 8/27/08.  
Please check on this.

Thanks,

Steve Nelson

Stonehill Capital Management

885 Third Avenue

30th Floor

New York, NY 10022

T - 212.739.7470 (direct)

T - 212.739-7474

F - 212.838.2291

snelson@stonehillcap.com

---

From: Marie.Cowell@rbsgc.com [mailto:Marie.Cowell@rbsgc.com]

Sent: Wednesday, October 08, 2008 9:57 AM

To: Steven Nelson; loanops@rbos.com

Subject: RE: Boston Gen EBG Mezz

Steven,

page 3 of 3

funds were sent on 8/27/08. The Book Transfer # is 0661600240JS.  
Please let me know if you have any more questions.

1,788,283.65 BOOK TRANSFER DEBIT BOOK 0661600240JS SAME 17:04 08/27/2008 STRAIGHT

YOUR REF: ADHPHRF30082400W

PAID TO: 00000000140094221 LEHMAN BROS INC-INCOMING CUST FD INCOMING

CUSTOMER FUNDS CLS NEW YORK NY 10019

SWIFT ID: GRNWUS33

B/O CUSTOMER: GREENWICH CAPITAL MARKETS INC 600 STEAMBOAT RD GREENWICH CT

06830-7149

ACCT PARTY: /732907552 LBI

REC GFP: 08272102

Thanks.

Marie Cowell  
RBS Global Banking & Markets  
Office: +1 203 618 2684

-----Original Message-----

From: Steven Nelson [mailto:SNelson@stonehillcap.com]  
Sent: Wednesday, October 08, 2008 9:24 AM  
To: \*GCM Loan Operations  
Subject: Boston Gen EBG Mezz

Stonehill Offshore Partners Limited sold to you a qty of 2,000,000 of Boston Gen thru clearpar. It was trade #565561-001 and it closed on 8/26/08. The funding memo called for you to pay us \$1,788,283.65 but we have yet to receive the funds. Please check your records and get back to me.

Thanks,

Steve Nelson

Stonehill Capital Management

885 Third Avenue

30th Floor

**EXHIBIT C**

08-13555-mg Doc 45573-16 Filed 08/05/14 Entered 08/05/14 14:51:02 Exhibit														08-13555-mg Doc 45573-16 Filed 08/05/14 Entered 08/05/14 14:51:02 Exhibit										
Internal ID	CUSIP	Description	Price	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit
Internal ID	CUSIP	Description	Price	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit	Unit
KGENY	49373X103	KGEN PWR CORP COM 144A	0.0000	15.0000	15.0000	1.0000	1.0000	USD	1.0000	2,778,868.00	40,783,020.00	27,188,680.00	(13,594,340.00)	1,866,236.00	27,993,540.00	18,662,360.00	(9,331,180.00)	(22,925,520.00)						
5489304	92923CAG9	WCI COMMUNITIES INC GTD SENIOR SUB NOTE 9.125% 5/1/2012 92923CAG9	39.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	14,645,000.00	5,125,750.00	219,675.00	(4,906,075.00)	14,309,000.00	5,008,150.00	214,635.00	(4,793,515.00)	(9,699,590.00)						
BTDPF	0081180	BARRATT DEVELOPMENTS PLC	2.5983	1.8671	2.5983	1.0000	1.0000	USD	1.0000	2,179,878.00	5,663,992.27	1,810,960.19	(3,853,032.08)	2,569,067.00	6,675,224.77	2,134,283.69	(4,540,941.08)	(8,393,973.16)						
ABVT	00374N107	ABOVENET INC	56.5000	58.0000	56.5000	1.0000	1.0000	USD	1.0000	392,902.00	22,198,963.00	18,073,492.00	(4,125,471.00)	372,301.00	21,035,006.50	17,125,846.00	(3,909,160.50)	(8,034,631.50)						
5337735	92923CAP9	WCI CMNTYS INC SR SUB NT 6.625% 3/15/2015 92923CAP9	41.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	13,105,000.00	4,586,750.00	196,575.00	(4,390,175.00)	10,345,000.00	3,620,750.00	155,175.00	(3,465,575.00)	(7,855,750.00)						
ADVNB	007942204	ADVANTA CORP-CL B NON-VTG	8.5800	8.2300	8.5800	1.0000	1.0000	USD	1.0000	951,658.00	8,165,225.64	3,654,366.72	(4,510,858.92)	689,393.00	5,914,991.94	2,647,269.12	(3,267,722.82)	(7,778,581.74)						
5214313	92923CAM6	WCI COMMUNITIES INC CONV SENIOR SUB NOTE 7.875% 10/1/2013 92923CAM6	38.5000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	19,560,000.00	6,846,000.00	2,934,000.00	(3,912,000.00)	15,978,000.00	5,592,300.00	2,396,700.00	(3,195,600.00)	(7,107,600.00)						
RHDGF	2967879	RETAIL HOLDINGS N V	8.0000	8.5000	8.0000	1.0000	1.0000	USD	1.0000	1,341,254.00	10,730,032.00	6,706,270.00	(4,023,762.00)	386,878.00	3,095,024.00	1,934,390.00	(1,160,634.00)	(5,184,396.00)						
HOV	442487203	HOVNANIAN ENTERPRISES INC-CL A	7.5700	7.9900	7.5700	1.0000	1.0000	USD	1.0000	402,500.00	3,046,925.00	756,700.00	(2,290,225.00)	472,500.00	3,576,825.00	888,300.00	(2,688,525.00)	(4,978,750.00)						
5BDKMR1	140661AD1	CAPMARK FINL GROUP INC SR NT FLT 10.3.74625% 5/10/2010 140661AD1	76.6720	65.0000	65.0000	0.0100	1.0000	USD	1.0000	7,625,000.00	4,956,250.00	2,821,250.00	(2,135,000.00)	8,255,000.00	5,365,750.00	3,054,350.00	(2,311,400.00)	(4,446,400.00)						
5332712	N5639BAC2	SAIRGROUP FINANCE *IN DEFAULT* 6.625% 10/6/2010 N5639BAC2	0.0000	26.7085	26.7085	0.0100	1.0000	USD	1.0000	31,627,000.00	8,447,112.38	6,479,710.58	(1,967,401.80)	35,743,000.00	9,546,436.20	7,322,992.87	(2,223,443.33)	(4,190,845.13)						
5BDGW6P	76114EAE2	RESIDENTIAL CAP LLC SR SECD NT 8.50% 05/15/2010 76114EAE2	69.5000	55.0000	55.0000	0.0100	1.0000	USD	1.0000	26,875,000.00	14,781,250.00	12,900,000.00	(1,881,250.00)	26,475,000.00	14,561,250.00	12,708,000.00	(1,853,250.00)	(3,734,500.00)						
M017061	55291M202	MAC CAPITAL LLC COMBINATION SECS MEMBERSHIP	0.0000	0.3200	0.3200	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	9,656,000.00	3,089,920.00	0.00	(3,089,920.00)	(3,089,920.00)						
ZARLF	989139100	ZARLINK SEMICONDUCTOR INC	0.6100	45.5000	0.6100	1.0000	1.0000	USD	1.0000	5,489,218.00	3,348,422.98	1,209,274.69	(2,139,148.29)	2,164,484.00	1,320,335.24	476,835.81	(843,499.43)	(2,982,647.72)						
5225200	92923CAK0	WCI COMMUNITIES INC CONV 4% 8/5/2023 92923CAK0	38.0000	35.0000	35.0000	0.0100	1.0000	USD	1.0000	6,769,000.00	2,369,150.00	1,006,888.75	(1,362,261.25)	6,410,000.00	2,243,500.00	953,487.50	(1,290,012.50)	(2,652,273.75)						
5986867	XS0282003820	LUXFER HOLDINGS PLC 11.831% 02/06/2012 G5698WAD0	0.0000	142.1600	142.1600	0.0100	1.0000	USD	1.0000	2,179,193.00	3,097,940.77	1,881,776.74	(1,216,164.03)	2,308,621.00	3,281,935.61	1,898,881.35	(1,383,054.26)	(2,599,218.29)						
ACTG	003881307	ACACIA RESEARCH - ACACIA TECHNOLOGIES	4.1300	3.0200	4.1300	1.0000	1.0000	USD	1.0000	521,695.00	2,154,600.35	1,064,257.80	(1,090,342.55)	612,425.00	2,529,315.25	1,249,347.00	(1,279,968.25)	(2,370,310.80)						
CAL	210795308	CONTINENTAL AIRLINES INC-CL B	18.9500	15.8300	18.9500	1.0000	1.0000	USD	1.0000	301,044.00	5,704,783.80	4,633,067.16	(1,071,716.64)	343,356.00	6,506,596.20	5,284,248.84	(1,222,347.36)	(2,294,064.00)						
5BBNND6	55265AAN1	MAC CAPITAL LTD SER 2007-1 CL B-2L 144A/3C7 7.0450% 7/26/2023 55265AAN1	0.0000	40.4600	40.4600	0.0100	1.0000	USD	1.0000	6,050,000.00	2,447,830.00	1,257,190.00	(1,190,640.00)	4,950,000.00	2,002,770.00	1,028,610.00	(974,160.00)	(2,164,800.00)						
5196207	N5639BAA6	SAIR GROUP FINANCE B V *IN DEFAULT* 4.375% 6/8/2006 N5639BAA6	0.0000	26.7686	26.7686	0.0100	1.0000	USD	1.0000	23,417,000.00	6,268,397.51	5,222,198.79	(1,046,198.72)	19,357,000.00	5,181,593.31	4,100,776.01	(1,080,817.30)	(2,127,016.02)						
5856846	904677AG6	UNIFI INC SR SC NT 11.5% RMD 05/15/2014 904677AG6	90.5000	82.5000	82.5000	0.0100	1.0000	USD	1.0000	12,528,000.00	10,335,600.00	9,020,160.00	(1,315,440.00)	7,472,000.00	6,164,400.00	5,379,840.00	(784,560.00)	(2,100,000.00)						
5BBKLB4	XS0302940688	MAC CAPITAL LTD RMD .0000000001 07/24/2023 0% 7/24/2023 G5753NAB6	0.0000	0.3900	0.3900	1.0000	1.0000	USD	1.0000	6,500,000.00	2,535,000.00	756,600.00	(1,778,400.00)	0.00	0.00	0.00	0.00	(1,778,400.00)						
LCC	90341W108	US AIRWAYS GROUP INC	7.8800	6.0300	7.8800	1.0000	1.0000	USD	1.0000	689,448.00	5,432,850.24	4,626,196.08	(806,654.16)	809,010.00	6,374,998.80	5,428,457.10	(946,541.70)	(1,753,195.86)						
5BDHSQ5	85431AJM0	VICTORIA STANFIELD FIN LTD MEDIUM TERM NTS144A 3C7 0% 01/25/2008 85431AJM0	0.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	4,600,000.00	1,932,000.00	575,000.00	(1,357,000.00)	5,400,000.00	2,268,000.00	1,890,000.00	(378,000.00)	(1,735,000.00)						
ADVNA	007942105	ADVANTA CORP-CL A (FORMERLY COMMON)	7.2200	4.9300	7.2200	1.0000	1.0000	USD	1.0000	158,854.00	1,146,925.88	339,947.56	(806,978.32)	166,257.00	1,200,375.54	355,789.98	(844,585.56)	(1,651,563.88)						
5128805	13134YAA5	CALPINE CONSTRUCTION FINANCE CO L P /CCFC FINANCE CORP 144A 11.6025% 08/26/2011 13134YAA5	107.5000	101.5000	101.5000	0.0100	1.0000	USD	1.0000	12,650,000.00	12,839,750.00	11,448,250.00	(1,391,500.00)	2,350,000.00	2,385,250.00	2,126,750.00	(258,500.00)	(1,650,000.00)						
ADPAJ	00685R102	ADELPHIA RECOVERY TRUST SERIES ARAHOVA INT	0.4000	0.2500	0.4000	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	5,301,739.00	2,120,695.60	636,208.68	(1,484,486.92)	(1,484,486.92)						
5341743	112013AB3	BRODER BROS CO SR NOTE 11.25% 10/15/2010 112013AB3	67.5000	58.5000	58.5000	0.0100	1.0000	USD	1.0000	4,975,000.00	2,910,375.00	1,990,000.00	(920,375.00)	2,525,000.00	1,477,125.00	1,010,000.00	(467,125.00)	(1,387,500.00)						
5262134	98141AAD3	WORLD ACCESS INC SENIOR NOTES- DEFAULT 13.25% 01/15/2008 98141AAD3	0.0000	3.2389	3.2389	0.0100	1.0000	USD	1.0000	67,826,000.00	2,196,799.10	2,034,780.00	(162,019.10)	58,995,000.00	1,910,774.09	727,667.55	(1,183,106.54)	(1,345,125.64)						
POR	736508847	PORTLAND GENERAL ELECTRIC CO NEW	25.4700	23.6600	25.4700	1.0000	1.0000	USD	1.0000	1,147.00	29,214.09	22,641.78	(6,572.31)	233,431.00	5,945,487.57	4,607,927.94	(1,337,559.63)	(1,344,131.94)						
5355724	XS0119591302	MULIALERAMIK FINANCE LTD SENIOR A VAR RATE 7.18750% 10/31/2007	0.0000	22.0000	22.0000	0.0100	1.0000	USD	1.0000	6,045,389.00	1,329,985.58	453,404.18	(876,581.40)	3,114,291.00	685,144.02	233,571.83	(451,572.19)	(1,328,153.59)						
5325546	74972EAN8	RSL COMMUNICATIONS PLC GRD US\$ SR NT- *IN DEFAULT* 12.8750% 03/01/2010 74972EAN8	0.0000	4.2500	4.2500	0.0100	1.0000	USD	1.0000	18,635,000.00	791,987.50	324,987.35	(557,000.15)	24,550,000.00	1,043,375.00	309,575.50	(733,799.50)	(1,290,799.65)						
5975781	852591AA4	STALLION OILFIELD SVCS LTD / CORP SR NT 144A 9.75% 02/01/2015 852591AA4	73.0000	65.0000	65.0000	0.0100	1.0000	USD	1.0000	2,475,000.00	1,608,750.00	940,500.00	(668,250.00)	2,025,000.00	1,316,250.00	769,500.00	(546,750.00)	(1,215,000.00)						
5713396	666107AA5	NORTHERNSTAR NAT GAS INC SR NTS 144A 5% 05/15/2013 666107AA5	92.0000	30.0000	30.0000	0.0100	1.0000	USD	1.0000	11,694,343.00	3,508,302.90	2,923,585.75	(584,717.15)	11,694,343.00	3,508,302.90	2,923,585.75	(584,717.15)	(1,169,434.30)						
FRCPF	359043106	FRONTERA COPPER CORPORATION	1.7774	1.1475	1.7774	1.0000	1.0000	USD	1.0000	880,395.00	1,564,815.83	532,110.74	(1,032,705.09)	93,305.00	165,840.49	56,393.54	(109,446.95)	(1,142,152.04)						
5145204	74972EAC2	RSL COMMUNICATION PLC SR NTS- *IN DEFAULT* 9.1250% 03/01/2008 74972EAC2	0.0000	3.5000	3.5000	0.0100	1.0000	USD	1.0000	24,385,000.00	853,475.00	304,812.50	(548,662.50)	26,290,000.00	920,150.00	328,625.00	(591,525.00)	(1,140,187.50)						
THBDL	88605P108	THUNDERBIRD RESORTS INC COM 144A	0.0000	5.0000	6.0000	1.0000	1.0000	USD	1.0000	244,444.00	1,466,664.00	855,554.00	(611,110.00)	200,000.00	1,200,000.00	700,000.00	(500,000.00)	(1,111,110.00)						
RIG	H8817H100	TRANSOCEAN INC NEW	122.6900	109.8400	122.6900	1.0000	1.0000	USD	1.0000	9,200.00	1,128,748.00	633,696.00	(495,052.00)	10,800.00	1,325,052.00	743,904.00	(581,148.00)	(1,076,200.00)						
5142263	XS0087917596	RSL COMMUNICATIONS GLOBAL USD- *IN DEFAULT* 10% 03/15/2008 G7703AAD7	0.0000	1.6000	1.6000	0.0100	1.0000	USD	1.0000	56,450,000.00	903,200.00	321,765.00	(581,435.00)	47,149,000.00	754,384.00	268,749.30	(485,634.70)	(1,067,069						

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THRSF	G88576106	THUNDERBIRD RESORTS INC NEW	6.6000	5.0000	6.6000	1.0000	1.0000	USD	1.0000	48,614.30	22,282.00	459,148.50	(11,677.50)	37,204.00	223,224.00	130,214.00	(93,010.00)	(206,687.50)
N009546	64007P111	WTS NEENAH ENTERPRISES INC	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	7,674.50	0.00	0.00	(113,617.50)	57,444.00	91,910.40	5,744.40	(86,166.00)	(199,783.50)
CORE	218681104	CORE MARK HOLDING CO INC	26.8700	25.0900	26.8700	1.0000	1.0000	USD	1.0000	15,377.00	359,439.99	252,423.99	(107,016.00)	9,357.00	251,422.59	176,566.59	(74,856.00)	(181,872.00)
3450402	238259Z65	DAUPHIN CNTY PA GEN AUTH REV OFFICE & PKG-FORUM PL-SER A 6% 01/15/2025 238259Z65	0.0000	65.0000	65.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,295,000.00	841,750.00	666,018.50	(175,731.50)	(175,731.50)
DAL	247361702	DELTA AIR LINES INC DEL COM NEW	8.1300	7.4500	8.1300	1.0000	1.0000	USD	1.0000	591,804.00	4,811,366.52	4,693,005.72	(118,360.80)	262,805.00	2,136,604.65	2,084,043.65	(52,561.00)	(170,921.80)
5253291	358430AA4	FRIEDE GOLDMAN INTL INC SUB NT CV-IN DEFAULT 4.50% 09/15/2049 358430AA4	0.0000	4.7500	4.7500	0.0100	1.0000	USD	1.0000	52,619,000.00	2,499,402.50	2,367,855.00	(131,547.50)	15,677,000.00	744,657.50	705,465.00	(39,192.50)	(170,740.00)
5449492	CH0010348594	SAIR GROUP -IN DEFAULT 4.25% 02/02/2007 010645182	0.0000	13.7200	13.7200	0.0100	1.0000	USD	1.0000	795,000.00	109,074.00	104,408.30	(4,665.70)	12,000,000.00	1,646,400.00	1,501,044.95	(145,355.05)	(150,020.75)
5229955		PEREGRINE INVEST HOLDINGS LTD	0.0000	0.0145	0.0145	0.0100	1.0000	USD	1.0000	2,120,000,000.00	307,400.00	160,696.00	(146,704.00)	0.00	0.00	0.00	0.00	(146,704.00)
5BBPVH5	XS0301812557	GMAC BANK GMBH EURO MEDIUM TERM NOTE 5.75% 05/21/2010 N3592XB66	109.1440	92.3090	92.3090	0.0100	1.0000	USD	1.0000	920,000.00	849,242.80	784,430.64	(64,812.16)	1,080,000.00	996,937.20	920,853.36	(76,083.84)	(140,896.00)
5119024	126685DW3	CHEWQ HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-S2 A-2-VAR 5.627% 07/25/2027 126685DW3	78.1854	68.0000	68.0000	0.0100	1.0000	USD	1.0000	2,150,000.00	1,462,000.00	1,397,500.00	(64,500.00)	2,525,000.00	1,717,000.00	1,641,250.00	(75,750.00)	(140,250.00)
5BFBFRQ5	9262G0AF6	VICTORIA FIN LTD 144A VR 090908-021709 0% 2/17/2009 9262G0AF6	65.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	1,100,000.00	462,000.00	385,000.00	(77,000.00)	900,000.00	378,000.00	315,000.00	(63,000.00)	(140,000.00)
5497868	339130AX4	FLEMING COMPANIES INC SENIOR NOTES 9.25% 06/15/2010 339130AX4	0.0000	2.5000	2.5000	0.0100	1.0000	USD	1.0000	17,368,000.00	434,200.00	347,360.00	(86,840.00)	7,882,000.00	197,050.00	157,640.00	(39,410.00)	(126,250.00)
5BBKVC2	640071AR7	NEENAH CORP SR SECD NT 9.50% 01/01/2017 640071AR7	76.6250	72.0000	72.0000	0.0100	1.0000	USD	1.0000	460,000.00	331,200.00	273,700.00	(57,500.00)	540,000.00	388,800.00	321,300.00	(67,500.00)	(125,000.00)
5204979	247361VM7	DELTA AIR PTC 1990-E15 10.33% 03/26/2006 247361VM7	0.0000	34.1063	34.1063	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,801,000.00	614,254.46	497,537.06	(116,717.40)	(116,717.40)
5231755	87941TAD7	TELEGLOBE INC GTD DEB 7.2% 07/20/2009 87941TAD7	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	26,335,000.00	329,187.50	263,350.00	(65,837.50)	16,619,000.00	207,737.50	166,190.00	(41,547.50)	(107,385.00)
5084588	247361VU9	DELTA AIR PTC 1990-B16 10.79% 03/26/2014 247361VU9	81.5000	42.3770	42.3770	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,250,000.00	529,712.50	425,528.75	(104,183.75)	(104,183.75)
T104832	87941T972	TELEGLOBE CANADA INC TEMP 8% 10/23/2026	0.0000	0.0080	0.0080	1.0000	1.0000	USD	1.0000	13,000,000.00	104,000.00	51,275.86	(52,724.14)	12,000,000.00	96,000.00	47,331.56	(48,668.44)	(101,392.58)
5406872	59832WAE9	MIDWEST GENERATION LLC PASSTHRU CTF SER A 8.30% 07/02/2009 59832WAE9	102.5940	100.7500	100.7500	0.0100	1.0000	USD	1.0000	2,625,000.00	2,644,687.50	2,546,250.00	(98,437.50)	0.00	0.00	0.00	0.00	(98,437.50)
5197153	247361VK1	DELTA AIR PTC 1990-C15 10.33% 03/26/2006 247361VK1	0.0000	34.1771	34.1771	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,601,000.00	547,175.37	451,009.71	(96,165.66)	(96,165.66)
EXEXA	269282109	EXX INC-CL A	2.4500	1.4047	2.4500	1.0000	1.0000	USD	1.0000	51,850.00	127,032.50	80,367.50	(46,665.00)	51,850.00	127,032.50	80,367.50	(46,665.00)	(93,330.00)
5253212	987406AA3	YOSEMITE SECURITIES TRUST I 99-A LNKD ENRN OBLG LDS-DFLT 8.25% 11/15/2049 987406AA3	0.5000	2.0000	2.0000	0.0100	1.0000	USD	1.0000	4,350,000.00	87,000.00	2,718.75	(84,281.25)	450,000.00	9,000.00	281.25	(8,718.75)	(93,000.00)
5451783	247361VW5	DELTA AIR PTC 1990-D16 10.79% 03/26/2014 247361VW5	81.5000	34.3068	34.3068	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,500,000.00	514,602.00	423,966.00	(90,636.00)	(90,636.00)
5778017	125568AE5	CIT GROUP FDG CO CDA SR NT 5.6% 11/02/2011 125568AE5	80.0749	60.5000	60.5000	0.0100	1.0000	USD	1.0000	4,815,000.00	2,913,075.00	2,864,925.00	(48,150.00)	3,935,000.00	2,380,675.00	2,341,325.00	(39,350.00)	(87,500.00)
SE11267	70557RAA8	PEGASUS AVIATION LEASE SECURITIZATION IIASBTK/SERIES 5.81% 05/10/2031 70557RAA8	0.0000	43.0000	43.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	430,000.00	352,500.00	(77,500.00)	0.00	0.00	0.00	0.00	(77,500.00)
5174451	629377AN2	NRG ENERGY INC SENIOR DEB 6.50% 05/16/2006 629377AN2	0.0000	0.3896	0.3896	0.0100	1.0000	USD	1.0000	25,057,250.00	97,626.75	57,631.68	(39,995.07)	22,005,250.00	85,735.70	50,612.08	(35,123.62)	(75,118.69)
5648314	247361VX3	DELTA AIR PTC 1990-E16 10.79% 03/26/2014 247361VX3	0.0000	34.1063	34.1063	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	5,000,000.00	1,705,315.00	1,632,090.00	(73,225.00)	(73,225.00)
5BBF5B4	85431AFH5	VICTORIA STANFIELD FIN LTD MTN VR 032406-032509 3.13% 3/24/2009 85431AFH5	0.0000	42.0000	42.0000	0.0100	1.0000	USD	1.0000	550,000.00	231,000.00	192,500.00	(38,500.00)	450,000.00	157,500.00	189,000.00	(31,500.00)	(70,000.00)
5BBKJQ7	2284499A4	CROWN PAPER CO SR SUB NOTES -ESCROW CUSIP- 11% 09/01/2005 2284499A4	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	29,260,000.00	73,150.00	36,575.00	(36,575.00)	25,937,000.00	64,842.50	32,421.25	(32,421.25)	(68,996.25)
5346617	XS0120313605	TXU EUROPE FUNDING LTD EURO ISSUE- IN DEFAULT 7% 11/30/2007	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	8,503,000.00	340,120.00	307,151.75	(32,968.25)	7,429,000.00	297,160.00	268,355.91	(28,804.09)	(61,772.34)
5596000	841338AA4	SOUTHEAST BANKING CORP CV S/D -REG- FLAT 4.75% 10/15/1997 841338AA4	0.0000	3.0000	3.0000	0.0100	1.0000	USD	1.0000	1,839,000.00	55,170.00	229.75	(52,871.25)	0.00	0.00	0.00	0.00	(52,871.25)
5263095	XS0108136465	RSL COMMUNICATION LTD -DEFAULTED 12.875% 03/01/2010	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	2,000,000.00	80,000.00	29,000.00	(51,000.00)	(51,000.00)
5334867	XS0107420217	PASMINCO FINANCE LTD EURO MEDIUM TERM NOTE 0% 02/10/2049 Q73665AA1	0.0001	7.0000	7.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,250,000.00	87,500.00	37,500.00	(50,000.00)	(50,000.00)
5454713	CH0004931496	SAIRGROUP - IN DEFAULT 2.75% 07/30/2004	0.0000	13.7200	13.7200	0.0100	1.0000	USD	1.0000	2,265,000.00	310,758.00	297,465.17	(13,292.83)	2,815,000.00	386,218.00	350,931.64	(35,286.36)	(48,579.19)
5649514	247361VL9	DELTA AIR PTC 1990-D15 10.33% 03/26/2049 247361VL9	0.0000	34.3068	34.3068	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	801,000.00	274,797.47	226,397.84	(48,399.63)	(48,399.63)
5856171	XS0282593440	FCE BANK PLC EURO MEDIUM TERM NOTE 7.125% 01/16/2012 G33365SQ4	116.8762	99.8970	99.8970	0.0100	1.0000	USD	1.0000	500,000.00	499,485.00	468,095.50	(31,389.50)	500,000.00	499,485.00	485,561.75	(13,923.25)	(45,312.75)
5296457	CH0007268961	S-AIR GROUP IN DEFAULT 2.125% 11/04/2004	0.0000	13.7200	13.7200	0.0100	1.0000	USD	1.0000	1,850,000.00	253,820.00	242,962.72	(10,857.28)	1,715,000.00	235,298.00	213,800.27	(21,497.73)	(32,355.01)
5370856	339130AP1	FLEMING COS INC NTS 10.125% 04/01/2008 339130AP1	0.0000	2.5000	2.5000	0.0100	1.0000	USD	1.0000	1,185,000.00	29,625.00	23,700.00	(5,925.00)	5,000,000.00	125,000.00	100,000.00	(25,000.00)	(30,925.00)
5123317		SOUTHEAST BANKING CORP EURO 0-CPN STAMPED CERT 0% 12/18/1996	0.0000	3.0000	3.0000	0.0100	1.0000	USD	1.0000	2,410,000.00	72,300.00	60,250.00	(12,050.00)	3,300,000.00	99,000.00	82,500.00	(16,500.00)	(28,500.00)
5596002	841338AG1	SOUTHEAST BANKING CORP SUB CAP CV NOTES-REG-FLAT- *IN DEFAULT 6.5% 03/15/1999 841338AG1	0.0000	3.0000	3.0000	0.0100	1.0000	USD	1.0000	992,000.00	29,760.00	1,240.00	(28,520.00)	0.00	0.00	0.00	0.00	(28,520.00)
5404497	XS0097617996	HH WINTERTHUR UNDER&AGY SVC LTD EURO MEDIUM TERM NOTE 5.987% 12/31/2049 Q36895AB8	0.0001	1.0000	1.0000	0.0100	1.0000	USD	1.0000	1,740,000.00	17,400.00	0.00	(17,400.00)	760,000.00	7,600.00	0.00	(7,600.00)	(25,000.00)
5274711	XS0108136036	RSL COMMUNICATIONS PLC 12.875% 03/01/2010	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,000,000.00	40,000.00	16,100.00	(23,900.00)	(23,900.00)
5275991	XS0108297044	TXU EASTERN FUNDING 7.25% 03/08/2030	0.0000	8.9000	8.9000	0.0100	1.0000	USD	1.0000	300,000.00	26,700.00	12,952.80	(13,747.20)	200,000.00	17,800.00	8,700.60	(9,099.40)	(22,846.60)
5343324	302088AN9	EXODUS COMMUNICATIONS SENIOR NOTES- *IN DEFAULT* 11.375% 07/15/2008 302088AN9	0.0000	0.1100	0.1100	0.0100	1.0000	USD	1.0000	13,650,000.00	15,017.40	0.00	(15,017.40)	4,260,000.00	4,686.75	0.00	(4,686.75)	(19,704.15)
5BBDQY5	XS0299967413	FCE BANK PLC EURO MEDIUM TERM NOTE 7.125% 01/15/2013 G33365SS0	113.2334	97.0830	97.0830	0.0100	1.0000	USD	1.0000	250,000.00	242,707.50	223,568.00	(19,139.50)	250,000.00	242,707.50	244,527.50	(1,820.00)	(17,319.50)
5065089	493137AD5	KEY PLASTICS INC SR SUB NOTE SER B 10.25% 03/15/2007 493137AD5	0.0000	1.0500	1.0500	0.0100	1.0000	USD	1.0000	1,650,000.00	17,325.00	8,250.00	(9,075.00)	1,350,000.00	14,175.00	6,750.00	(7,425.00)	(16,500.00)
CDCO	200334100	COMDISCO HOLDING COMPANY INC	9.8000	9.5100	9.8000	1.0000	1.0000	USD	1.0000	6,664.00	65,307.20	56,644.00	(8,663.20)	4,837.				



5147251	12542AAB3	CHS ELECTRONICS INC SENIOR NOTES 9.875% 04/15/2005 12542AAB3	0.0000	0.5000	0.5000	0.0100	1.0000	USD	1.0000	27,500,000.00	137,500.00	437,500.00	0.00	27,500,000.00	137,500.00	137,500.00	0.00	0.00
5BBDTK4	12560PEA5	CIT GROUP INC MEDIUM TERM SR NTS 2.9050% 10/27/2008 12560PEA5	0.0000	0.0040	0.0040	0.0100	1.0000	USD	1.0000	4,500,000.00	5,401,220.00	5,401,220.00	0.00	4,500,000.00	4,419,180.00	4,419,180.00	0.00	0.00
5307531	196267AD0	COLOR TILE INC SR NT IN DEFAULT 10.75% 12/15/2001 196267AD0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	3,262,000.00	0.00	0.00	0.00	1,700,000.00	0.00	0.00	0.00	0.00
5220319	21061PAD8	CONSUMER PACKAGING INC SR NOTE 9.75% 02/01/2007 21061PAD8	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	8,800,000.00	0.00	0.00	0.00	23,854,000.00	0.00	0.00	0.00	0.00
5272505	2107959D4	CONTINENTAL AIRLINES INC SR NOTES GTD-REG-ESCROW-DEFAULT 11.5% 03/15/1997 2107959D4	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	26,400,000.00	0.00	0.00	0.00	13,600,000.00	0.00	0.00	0.00	0.00
5430398	2338609B3	DAIRY MART CONVENIENCE STORES INC - ESCROW - 10.25% 03/15/2004 2338609B3	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	742,000.00	74.20	74.20	0.00	584,000.00	58.40	58.40	0.00	0.00
D004752	243457108	DECISIONONE CORP NEW	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	36.00	0.00	0.00	0.00	58.00	0.00	0.00	0.00	0.00
5115626	247701AB1	DELTA MILLS INC SR NOTE SER B 9.62500 09/01/2008 247701AB1	0.0000	8.6000	8.6000	0.0100	1.0000	USD	1.0000	3,092,000.00	265,912.00	265,912.00	0.00	0.00	0.00	0.00	0.00	0.00
5123009	262497AG5	DRYPERS CORP SR NTS SER-B 10.25% 06/15/2007 262497AG5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	5,004,000.00	0.00	0.00	0.00	15,953,000.00	0.00	0.00	0.00	0.00
5310628	2695249C0	EAGLE GEOPHYSICAL INC SR NT SER B -ESCROWED- 10.75% 07/15/2008 2695249C0	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	15,218,000.00	1,521.80	1,521.80	0.00	11,000,000.00	1,100.00	1,100.00	0.00	0.00
5030910	2003368R9	ESC COMDISCO INC NOTE - ESCROW - 6.125% 01/15/2003 2003368R9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	1,450,000.00	0.00	0.00	0.00	1,050,000.00	0.00	0.00	0.00	0.00
5037926	4983269C3	ESC KITTY HAWK INC SR SEC2 NTS 9.95% 11/15/2004 4983269C3	0.0000	0.5000	0.5000	0.0100	1.0000	USD	1.0000	11,530,000.00	57,650.00	57,650.00	0.00	22,523,800.00	112,619.00	112,619.00	0.00	0.00
5578456	2107959L6	ESCROW CONTINENTAL AIRLINES INC "IN DEFAULT" 10% 11/15/2001 2107959L6	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	8,600,000.00	0.00	0.00	0.00	5,718,000.00	0.00	0.00	0.00	0.00
5359457	40065L9B9	ESCROW GUANGDONG INTL TR & INV 144A 8.75% 11/23/2003 40065L9B9	0.0000	4.6500	4.6500	0.0100	1.0000	USD	1.0000	3,300,000.00	153,450.00	153,450.00	0.00	1,700,000.00	79,050.00	79,050.00	0.00	0.00
5358558	40065L9A1	ESCROW GUANGDONG INTL TR & INVT 144A-IN DEFAULT 6.75% 11/15/2020 40065L9A1	0.0000	4.6500	4.6500	0.0100	1.0000	USD	1.0000	2,925,000.00	136,012.50	136,012.50	0.00	1,575,000.00	73,237.50	73,237.50	0.00	0.00
5294718	297862AB0	ETOYS IND CONV SUB NOTE-IN DEFAULT 6.25% 12/01/2004 297862AB0	0.0000	1.4500	1.4500	0.0100	1.0000	USD	1.0000	5,985,000.00	86,782.50	86,782.50	0.00	4,000,000.00	58,000.00	58,000.00	0.00	0.00
5261713	302088AH2	EXODUS COMMUNICATIONS INC SR NT - IN DEFAULT 10.75% 12/15/2009 302088AH2	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	34,039,000.00	0.00	0.00	0.00	53,180,000.00	0.00	0.00	0.00	0.00
5158280	302088AB5	EXODUS COMMUNICATIONS INC SR NTS - IN DEFAULT 11.25% 07/01/2008 302088AB5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	50,420,000.00	0.00	0.00	0.00	25,850,000.00	0.00	0.00	0.00	0.00
5355200	302088AL3	EXODUS COMMUNICATIONS INC USS SR NT 11.625% 07/15/2010 302088AL3	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	164,013,000.00	0.00	0.00	0.00	191,285,000.00	0.00	0.00	0.00	0.00
F006921	301990719	FCLT LOANS ASSET (FIRST CITY LIQ. TRUST)	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	109,941.00	0.00	0.00	0.00	0.00
FCFCL	33762E108	FIRSTCITY LIQUIDATING TRUST CL B CBI	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	109,941.00	0.00	0.00	0.00	0.00
3BBWTX8	36099ACJ0	FULTON CNTY GA DEV AUTH SPL FACS REV DELTA AIRLINES INC 5.30% 05/01/2013 36099ACJ0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	120,000.00	0.00	0.00	0.00	120,000.00	0.00	0.00	0.00	0.00
5233639	37937WAD1	GLOBAL RATED ELIGIBLE ASSET TR 1998-A ASST BACKED NT -DEFAULT 0% 01/15/20037937WAD1	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	79,740,000.00	797.40	797.40	0.00	0.00	0.00	0.00	0.00	0.00
5C64242	37937WAA7	GLOBAL RATED ELIGIBLE ASSET TR CL A2 7.33% 03/15/2006 37937WAA7	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	31,643,000.00	316.43	316.43	0.00	0.00	0.00	0.00	0.00	0.00
5C64936	37937WAB5	GLOBAL RATED ELIGIBLE ASSET TR SERIES 1998-A CL-A-DEFAULT 7.06% 09/15/2007 37937WAB5	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	12,362,000.00	123.62	123.62	0.00	0.00	0.00	0.00	0.00	0.00
5139489	38012TAB8	GMACM HOME EQUITY LN TR SERIES 2006-HE3 CLASS A2 5.75% 10/25/2036 38012TAB8	76.9930	58.0000	58.0000	0.0100	1.0000	USD	1.0000	6,836,750.00	3,965,315.00	3,965,315.00	0.00	8,025,750.00	4,654,935.00	4,654,935.00	0.00	0.00
5BBQVB1	36186LAC7	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A3 6.193% 12/25/2037 36186LAC7	48.0810	48.0000	48.0000	0.0100	1.0000	USD	1.0000	15,410,000.00	7,396,800.00	7,396,800.00	0.00	18,090,000.00	8,683,200.00	8,683,200.00	0.00	0.00
5BBQTZ9	36186LAD5	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A4 6.424% 12/25/2037 36186LAD5	31.7589	44.0000	44.0000	0.0100	1.0000	USD	1.0000	18,170,000.00	7,994,800.00	7,994,800.00	0.00	21,330,000.00	9,385,200.00	9,385,200.00	0.00	0.00
5141557	38012TAD4	GMACM HOME EQUITY LOAN TRUST MTGPC/SERIES 2006-HE3 A-4-VAR 6.088% 10/25/2036 38012TAD4	81.7825	44.0000	44.0000	0.0100	1.0000	USD	1.0000	1,725,000.00	759,000.00	759,000.00	0.00	2,025,000.00	891,000.00	891,000.00	0.00	0.00
5BBKVN8	36186KAD7	GMACM HOME EQUITY LOAN TRUST MTGPC/SERIES 2007-HE1 A-4-VAR 5.952% 08/25/2037 36186KAD7	38.1446	44.0000	44.0000	0.0100	1.0000	USD	1.0000	3,450,000.00	1,518,000.00	1,518,000.00	0.00	4,050,000.00	1,782,000.00	1,782,000.00	0.00	0.00
5282351	361881AA3	GMD BONDHOLDER TRUST OFFSHORE TR CTF 144A 0% 12/31/2026 361881AA3	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5281808	G3944MAA5	GMD BONDHOLDER TRUST OFFSHORE TR CTF REG S 0% 12/31/2026 G3944MAA5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	4,218.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5957171		GREAT 98-A SERIES A-2 FRN	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	4,733,000.00	47.33	47.33	0.00	0.00	0.00	0.00	0.00	0.00
5246447	36228YAC9	GST NETWORK FUNDING INC SR SEC2 DISC NTE DEFAULT 10.50% 05/01/2008 36228YAC9	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	4,000,000.00	0.40	0.40	0.00	0.00	0.00	0.00	0.00	0.00
5329921	362359AC5	GT GROUP TELECOM INC SENIOR DISC EXCH NTS-DEFAULTED 13.25% 02/01/2010 362359AC5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	17,000,000.00	0.00	0.00	0.00	14,000,000.00	0.00	0.00	0.00	0.00
5252671	422660AD2	HECHINGER CO *IN DEFAULT* 6.95% 10/15/2003 422660AD2	0.0000	1.5000	1.5000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	5,892,000.00	88,380.00	88,380.00	0.00	0.00
5205553	422660AC4	HECHINGER CO SR DEBS 9.45% 11/15/2012 422660AC4	0.0000	1.5000	1.5000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	20,158,000.00	302,370.00	302,370.00	0.00	0.00
5223763	457659AM2	INSILCO CORP SR SUB NOTE SER-B *IN DEFAULT* 12% 08/15/2007 457659AM2	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	23,300,000.00	14,562.50	14,562.50	0.00	20,185,000.00	12,615.63	12,615.63	0.00	0.00
5143514	457661AA4	INSILCO HOLDINGG CO SR DISC NT 14% 08/15/2008 457661AA4	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	8,250,000.00	5,156.25	5,156.25	0.00	6,750,000.00	4,218.75	4,218.75	0.00	0.00
5051503	462213AK5	IONICA PLC -SNR DISC NTS 15% 12/31/2049 462213AK5	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	3,000,000.00	30.00	30.00	0.00	1,500,000.00	15.00	15.00	0.00	0.00
5033225	462213AJ8	IONICA PLC SR NOTE 13.50% 08/15/2006 462213AJ8	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	3,000,000.00	30.00	30.00	0.00	1,500,000.00	15.00	15.00	0.00	0.00
5249169	465266AC8	IT GROUP INC SENIOR SUB NOTE SER B 11.25% 04/01/2009 465266AC8	0.0000	0.0100	0.0100	0.0100	1.0000	USD	1.0000	49,600,000.00	4,960.00	4,960.00	0.00	36,949,500.00	3,694.95	3,694.95	0.00	0.00
5574462	477122AV7	JET EQUIPMENT TR MEZZANINE NOTE CL B 95-B 7.83% 08/15/2012 477122AV7	0.0100	0.0100	0.0100	0.0100	1.0000	USD	1.0000	3,640,000.00	364.00	364.00	0.00	2,860,000.00	286.00	286.00	0.00	0.00
5142368	488035AE6	KELLSTROM INDS INC CONV SUB NOTES-*DEFAULTED* 5.50% 06/15/2003 488035AE6	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	24,440,000.00	305,500.00	305,500.00	0.00	23,010,000.00	287,625.00	287,625.00	0.00	0.00
5125334	488035AC0	KELLSTROM INDS INC SUB NTS CONV 5.75% 10/15/2002 488035AC0	0.0000	1.2500	1.2500	0.0100	1.0000	USD	1.0000	14,153,000.00	176,912.50	176,912.50	0.00	15,209,000.00	190,112.50	190,112.50	0.00	0.00
LEHJQ	B2PJYC5	LEHMAN BROS HLDGS INC DEP SH REPSTG 1/100TH 7.95%	8.2500	0.0100	0.0100	1.0000	1.0000	USD	1.0000	44,482.00	444.82	444.82	0.00	36,718.00	367.18	367.18	0.00	0.00
5109706	537902AC2	LIVENT INC SR NTS - IN DEFAULT 9.375% 10/15/2004 537902AC2	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	20,005,000.00	50,012.50	50,012.50	0.00	18,167,000.00	45,417.50	45,417.50	0.00	0.00
5278012	54986QAA5	LUKENS INC MEDIUM TERM NOTES 6.50% 02/01/2006 54986QAA5	0.0000	0.0625	0.0625	0.0100	1.0000	USD	1.0000	2,250,000.00	1,406.25	1,406.25	0.00	0.00	0.00	0.00	0.00	0.00
3502020	586169AN4	MEMPHIS TN HLTH EDL&HSG FAC BRD MFHR SECUR.-A-IN DEFAULT 8.68% 12/15/2049 586169AN4	0.0100	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00
3681870	607168AY7	MOBILE ALA INDL DEV BRD SOLID WSTE DISP RV REF-MOBILE ENERGY 6.95% 01/01/2020 607168AY7	0.0100	25.0000	25.0000	0.0100	1.0000	USD	1.0000	195,294.00	48,823.50	48,823.50						

5245527	81375BAK8	SECURITIZED MULTIPLE ASSET RATED TR 1997-5ASSET BACKED 2005-5% 09/12/2005 81375BAK8	0.0000	0.0010	0.0000	0.0100	1.0000	USD	1.0000	18,000,000.00	185.00	186.00	0.00	0.00	0.00	0.00	0.00
5C60831	81375BAN2	SECURITIZED MULTIPLE ASSET RATED TR ASSET BKD NT 7.056% 06/15/2005 81375BAN2	0.0000	0.0010	0.0000	0.0100	1.0000	USD	1.0000	2,000,000.00	0.00	140.00	0.00	0.00	0.00	0.00	0.00
5E12094	81375BAM4	SECURITIZED MULTIPLE ASSET SERIES 1997-6 CL A-1 7.71% 11/15/2006 81375BAM4	0.0000	0.0010	0.0010	0.0100	1.0000	USD	1.0000	30,068,000.00	300.68	300.68	0.00	0.00	0.00	0.00	0.00
5237126	784123AF8	SFC NEW HLDGS INC SR SUB NT 13.25% 08/15/2003 784123AF8	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	7,000,000.00	0.00	0.00	0.00	17,530,050.00	0.00	0.00	0.00
5563864	836153AC0	SOURCE MEDIA INC SR SECD NTS 12.00000 11/01/2049 836153AC0	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	4,876,944.00	0.00	0.00	0.00	5,000,000.00	0.00	0.00	0.00
SSMR	867833600	SUNSHINE MNG & REFGN COMPANY PAR %0.01	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	11,483,635.00	0.00	0.00	0.00	5,999,544.00	0.00	0.00	0.00
5070867	292689AC0	TXU - ENERGY GROUP OVERSEAS BV GTD NOTES 7.375% 10/9/98 7.425% 10/15/2017 292689AC0	32.7500	20.0000	20.0000	0.0100	1.0000	USD	1.0000	18,880,000.00	3,776,000.00	3,776,000.00	0.00	18,255,000.00	3,651,000.00	3,651,000.00	0.00
5071495	292689AD8	TXU - ENERGY GROUP OVERSEAS BV GTD NT 7.55% 10/15/2027 292689AD8	32.7500	20.0000	20.0000	0.0100	1.0000	USD	1.0000	30,633,000.00	6,126,600.00	6,126,600.00	0.00	21,450,000.00	4,290,000.00	4,290,000.00	0.00
5264525	873169AJ5	TXU EASTERN FUNDING CO GTD SR NOTE 6.75% 05/15/2009 873169AJ5	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	8,650,000.00	346,000.00	346,000.00	0.00	10,167,000.00	406,680.00	406,680.00	0.00
5264215	873169AF3	TXU EASTERN FUNDING GTD SR NT- IN DEFAULT 6.45000 05/15/2005 873169AF3	0.0000	4.0000	4.0000	0.0100	1.0000	USD	1.0000	4,037,000.00	161,480.00	161,480.00	0.00	815,000.00	32,600.00	32,600.00	0.00
5261756	92326YAF6	VENTURE HOLDINGS TRUST *IN DEFAULT* 11.00000 12/31/2049 92326YAF6	0.0000	0.1250	0.1250	0.0100	1.0000	USD	1.0000	11,475,000.00	14,343.75	14,343.75	0.00	10,575,000.00	13,218.75	13,218.75	0.00
5102085	92326YAD1	VENTURE HOLDINGS TRUST SR NOTE SER B 9.50% 07/01/2005 92326YAD1	0.0000	0.1250	0.1250	0.0100	1.0000	USD	1.0000	7,125,000.00	8,906.25	8,906.25	0.00	7,125,000.00	8,906.25	8,906.25	0.00
VIAHF	G93447111	VIATEL HOLDING BERMUDA LIMITED NEW	1.0000	1.0000	1.0000	1.0000	1.0000	USD	1.0000	187.00	187.00	187.00	0.00	164.00	164.00	164.00	0.00
5726350	93934WAA3	WASHINGTON MUT PFD FDG TR I PERPETUAL 144A *IN DEFAULT* 6.534% 12/29/2049 93934WAA3	10.1880	0.0000	0.0000	0.0100	1.0000	USD	1.0000	5,980,000.00	0.00	0.00	0.00	7,020,000.00	0.00	0.00	0.00
WAMPO	939322814	WASHINGTON MUTAL INC 7.75% SERIES R NON CUM PERPETUAL CONV PREFERRED STOCK	285.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	5,520.00	0.00	0.00	0.00	6,480.00	0.00	0.00	0.00
5002385	960080AB5	WESTFED HOLDINGS INC MNT SER DEB SPLT CPN 15.50% 09/15/2049 960080AB5	0.0000	0.0000	0.0000	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00
5042652	978093AE2	WOLVERINE TUBE INC SENIOR NOTE SER B 10.50% 04/01/2009 978093AE2	92.0000	85.0000	85.0000	0.0100	1.0000	USD	1.0000	966,000.00	821,100.00	821,100.00	0.00	241,000.00	204,850.00	204,850.00	0.00
C010314	125127159	WTS CD RADIO INC EXP 5/15/2009 ACCREDITED INVS	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ICGCW	449246115	WTS ICG COMMUNICATIONS INC	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	11,911.00	0.00	0.00	0.00	7,054.00	0.00	0.00	0.00
W003885	94769A119	WTS WEBLINK WIRELESS EXP PENDING 2012	0.0000	0.0000	0.0000	1.0000	1.0000	USD	1.0000	201,455.00	0.00	0.00	0.00	134,303.00	0.00	0.00	0.00
5322253	55376WAD1	MTS INC SR SUB NOTE 9.375% 03/19/2009 55376WAD1	0.0000	4.5000	4.5000	0.0100	1.0000	USD	1.0000	4,036,450.00	181,640.25	181,640.26	0.01	2,610,135.00	117,456.08	117,456.08	0.00
5955774	CH0001188025	SASEA HOLDINGS 3.25% 10/01/2042	0.0000	1.1800	1.1800	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	17,100.00	201.78	208.79	7.01
5C58202	393505YC0	GREENTREE FINANCIAL CORPORATION MTGPC/SERIES 7.75% 03/15/2028 393505YC0	0.0000	0.0056	0.0056	0.0100	1.0000	USD	1.0000	795,000.00	44.63	79.50	34.87	680,000.00	38.18	68.00	29.82
5273066	195204AA0	COLO.COM SR NOTE 144A - IN DEFAULT 13.875% 03/15/2010 195204AA0	0.0000	0.0082	0.0082	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	4,293,000.00	354.07	429.30	75.23
5C48250	393505UY6	GREEN TREE FINL CORP SER 1997-4 MFD HSG SR/SUB 7.73% 02/15/2029 393505UY6	0.0000	0.0056	0.0056	0.0100	1.0000	USD	1.0000	4,644,999.00	261.43	464.50	203.07	3,956,000.00	222.66	395.60	172.94
5258646	CH0001129714	MAXWELL COMMUNICATIONS VAR RATE LIQUID 5% 12/31/2050	0.0000	1.0500	1.0500	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,897,324.00	19,921.90	20,614.54	692.64
5127481	XS0045549812	MAXWELL COMMUN 8.375% 09/01/2030	0.0000	0.4500	0.4500	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	7,943,000.00	35,743.50	37,285.67	1,542.17
5054115	DE0004115027	MAXWELL COMMUNICATIONS EURO DEBS 0% 06/15/2049 G59024AF9	0.0000	0.3100	0.3100	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	16,459,000.00	51,022.90	52,852.07	1,829.17
5463379	CH0001207908	SAIRGROUP *IN DEFAULT* 5.125% 03/01/2003 H83970AX33	10.1559	10.2564	10.2564	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	115,000.00	11,794.87	14,336.46	2,541.59
5445610	U29302AJ2	ENRON CORP EURO DEB 0.97% 12/31/2049 U29302AJ2	0.0000	0.0140	0.0140	0.0100	1.0000	USD	1.0000	213,000,000.00	29,820.00	32,134.41	2,314.41	87,000,000.00	12,180.00	13,125.32	945.32
5573732	717113AA2	PHAR-MOR INC SR NOTE-DEFAULTED 11.72% 09/11/2002 717113AA2	0.0000	0.7446	0.7446	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,884,000.00	14,028.53	18,840.00	4,811.47
5442794	29357YAD5	ENRON CREDIT LINKED NOTES TR STERLINGS CREDIT LINKED NOTE 7.25% 05/24/2006 29357YAD5	0.0000	1.0000	1.0000	0.0100	1.0000	USD	1.0000	1,000,000.00	10,000.00	19,998.54	9,998.54	0.00	0.00	0.00	9,998.54
5446359	U29302AG8	ENRON CORP DEFAULT 0.678% 12/31/2049 U29302AG8	0.0000	0.0140	0.0140	0.0100	1.0000	USD	1.0000	460,000,000.00	64,400.00	69,398.26	4,998.26	540,000,000.00	75,600.00	81,467.53	5,867.53
5478585	CH0007054882	POLLY PECK 5.625% 09/20/2049	0.0000	0.5000	0.5000	0.0100	1.0000	USD	1.0000	15,535,000.00	77,675.00	84,680.52	7,005.52	27,855,000.00	139,275.00	144,131.86	4,856.86
5131393	CH0007055665	POLLY PECK INTL FINANCE CHF 6.25% 03/29/2049	0.1766	0.5000	0.5000	0.0100	1.0000	USD	1.0000	18,090,000.00	90,450.00	98,607.70	8,157.70	18,950,000.00	94,750.00	99,989.10	5,239.10
5271493	CH0000939394	SWISSAIR DEFAULTED 5.50% 07/23/2004	0.0000	10.2600	10.2600	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	750,000.00	76,950.00	93,498.66	16,548.66
5449494	H83970AJ4	SAIRGROUP 2.775% 09/10/2049 H83970AJ4	10.1559	10.2564	10.2564	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	1,750,000.00	179,487.18	210,108.44	30,621.26
5BBQTY6	36186LAG8	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A6 6.249% 12/25/2037 36186LAG8	46.2138	44.0000	44.0000	0.0100	1.0000	USD	1.0000	3,450,000.00	1,518,000.00	1,535,250.00	17,250.00	4,050,000.00	1,782,000.00	1,802,250.00	20,250.00
5461232	CH0001207569	SAIRGROUP ZUERICH VARIABLE RATE 4.125% 02/15/2013 H83970AU9	10.9948	10.5600	10.5600	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	2,035,000.00	214,896.00	253,693.03	38,797.03
5262964	78442FDQ8	SLM CORP MEDIUM TERM NTS 3.06% 07/27/2009 78442FDQ8	94.5000	88.0000	88.0000	0.0100	1.0000	USD	1.0000	1,840,000.00	1,619,200.00	1,638,704.00	19,504.00	2,160,000.00	1,900,800.00	1,923,696.00	22,896.00
NWA	667280408	NORTHWEST AIRLS CORP	9.8500	9.8000	9.8500	1.0000	1.0000	USD	1.0000	416,436.00	4,101,894.60	4,122,716.40	20,821.80	445,643.00	4,389,583.55	4,411,865.70	22,282.15
5381485	125581AV0	CIT GROUP INC NEW SR NT 3.04938% 01/30/2009 125581AV0	97.7330	90.0940	90.0940	0.0100	1.0000	USD	1.0000	1,650,000.00	1,486,551.00	1,511,730.00	25,179.00	1,350,000.00	1,216,269.00	1,236,870.00	20,601.00
5574272	13135BAE6	CALPINE GENERATING CO 9.07% 04/01/2009 13135BAE6	0.0000	0.2500	0.2500	0.0100	1.0000	USD	1.0000	14,800,000.00	37,000.00	74,000.00	37,000.00	5,200,000.00	13,000.00	26,000.00	13,000.00
5BBQZT6	36186LAB9	GMACM HOME EQUITY LN TR SERIES 2007-HE2 CLASS A2 6.054% 12/25/2037 36186LAB9	48.9240	49.0000	49.0000	0.0100	1.0000	USD	1.0000	3,523,920.00	1,726,720.80	1,761,960.00	35,239.20	4,429,080.00	2,170,249.20	2,214,540.00	44,290.80
5741989	247361VR6	DELTA AIR PTC 1990-G3 10.79% 09/26/2013 247361VR6	84.5000	25.5343	25.5343	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	10,772,000.00	2,750,554.80	2,830,364.54	79,809.74
5252629	XS0103759089	S-AIR GROUP FIN 7.50% 11/15/2007	0.0000	3.3150	3.3150	0.0100	1.0000	USD	1.0000	2,270,000.00	75,250.50	124,850.00	49,599.50	1,730,000.00	57,349.50	95,150.00	37,800.50
5666251	125568AB1	CIT GROUP FUNDING CO CDA SR NT 4.65% 07/01/2010 125568AB1	85.7500	65.0000	65.0000	0.0100	1.0000	USD	1.0000	550,000.00	357,500.00	486,640.00	129,140.00	450,000.00	292,500.00	398,160.00	105,660.00
5169833	963150AA5	WHEELING PITTSBURGH STL CORP SR SECD NT 6% 08/01/2010 963150AA5	55.0000	97.0000	97.0000	0.0100	1.0000	USD	1.0000	6,705,304.00	6,504,144.88	6,705,304.00	201,159.12	2,274,859.00	2,206,613.23	2,274,859.00	68,245.77
5634664	125577AV8	CIT GROUP INC R/MD 5.09125 12/19/2008 2.72875% 12/19/2008 125577AV8	98.6360	93.0000	93.0000	0.0100	1.0000	USD	1.0000	3,300,000.00	3,069,000.00	3,219,810.00	150,810.00	2,700,000.00	2,511,000.00	2,634,390.00	123,390.00
5435819	CH0003532998	SWISSAIR CORP ***IN DEFAULT 6.25% 04/12/2005	0.0000	10.2600	10.2600	0.0100	1.0000	USD	1.0000	10,000,000.00	1,026,000.00	1,313,311.99	287,311.99	0.00	0.00	0.00	287,311.99
5555517	247361VV7	DELTA AIR LINES INC DEL EQUIP TR CTF SER 1990 C 10.79% 03/26/2014 247361VV7	81.5000	34.1771	34.1771	0.0100	1.0000	USD	1.0000	0.00	0.00	0.00	0.00	5			